

RESOLUTION NO. 101-12-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH BAKER CONSULTING & ENGINEERING, LLC. (dba: Baker Design Build), TO PROVIDE PROFESSIONAL ARCHITECTURAL DESIGN AND CONSULTING SERVICES FOR THE KELSEY PARK EVERGREEN HOUSE RESTORATION PROJECT, AND PROVIDING FOR AN EFFECTIVE DATE.

WITNESSETH THAT

WHEREAS, the Town of Lake Park, Florida ("Town") issued a Request for Qualifications (RFQ #109-2025) in accordance with the Consultants' Competitive Negotiation Act (CCNA), Ch. 287.055, F.S., for Professional Architectural Design and Consulting Services, for the Evergreen House Restoration project]; and

WHEREAS, the Town received proposal submittals on July 10, 2025; three proposals were received; and

WHEREAS, on August 13, 2025, the proposal Evaluation Committee reviewed, evaluated and scored the received proposals. The evaluation and scoring resulted in the following results:

1. RJ Heinsenbottle Architects (459 points)
2. Baker Design Build ((422 points)
3. The Tamara Peacock Co. (413 points)

WHEREAS, the Town Commission, on September 03, 2025, accepted the evaluation committee's rankings and authorized the commencement of pricing negotiations with the high score vendor; and

WHEREAS, the town was unable to come to an equitable agreement with the high score vendor

WHEREAS, the Town proceeded with the pricing negotiations with the second highest scored vendor, Baker Design Build, resulting in a successful scope of services and work compensation negotiation between the Town and Baker Design Build; and

WHEREAS, the Town desires to enter into an agreement with Baker Design Build to provide such services in accordance with the negotiated terms and conditions;

NOW THEREFORE, the Town and the Consultant, in consideration of the mutual promises contained herein, agree as follows:

Scope of Services – The Consultant shall perform the professional services described in this agreement, and incorporated herein.

Term – This Agreement shall commence on December 17, 2025 and remain in effect for the project duration as described and incorporated herein, unless terminated earlier in accordance with this Agreement.

Compensation – The Town shall pay the Consultant **\$78,120.00**, as set forth in Exhibit B, Payment Schedule.

Public Records Compliance – The Consultant shall comply with Florida’s Public Records Law as outlined in Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last executed below.

TOWN OF LAKE PARK

Baker Consulting and Engineering, LLC
dba: Baker Design Build

By: _____

By:  _____

Name: _____

Name: Tamara G. Baker

Title: _____

Title: CEO

Date: _____

Date: 12-5-25

**PROFESSIONAL ARCHITECTURAL DESIGN AND CONSULTING SERVICES AGREEMENT
FOR
LAKE PARK HISTORIC EVERGREEN HOUSE RESTORATION**

THIS **AGREEMENT** (the "Agreement") is made and entered into this 17th day of December, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Baker Consulting & Engineering, LLC (dba Baker Design Build), 219 N Newman Street, 2nd Floor, Jacksonville, Florida 32202("Consultant").

PROFESSIONAL SERVICES

This Task Order (Agreement) between the Town of Lake Park, a Florida municipal corporation ("TOWN"), and Baker Design Build ("PROFESSIONAL SERVICES CONSULTANT"), is pursuant to the Architectural Design and Consulting Services RFQ #109-2025 issued by TOWN on June 02, 2025 and due before 2:00 PM on July 10, 2025

PROJECT BACKGROUND

The objective of the proposed Task Work Order (The Project) is to perform a condition assessment of the Evergreen House facility and develop architectural design plans design as required for performing preservation and restoration work in conjunction with the construction preservation scope of work approved by the Florida Division of Historical Resources..

SPECIFIC SCOPE OF SERVICES

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

Task 1: Architectural Credentials

CONSULTANT shall provide a copy of the professional architectural / engineering firms credentials and a project timeline (schedule) of the proposed work.

Deliverable: Credential information for submittal to grant agency

Task 2: Project Evaluation and Expectations

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 3: Obtain Limited Existing Topographic Data Along the Proposed Accessible Route

Town will provided CONSULTANT will topographical survey of the Evergreen House location and the surrounding area including sidewalks and topographic data along the proposed accessible route.

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

Task 4: Perform a Condition Assessment of the Existing Facility

CONSULTANT will perform a condition assessment of the existing facility, including, but not limited to the building interior & exterior structural systems and components, the exterior roof, the exterior windows and doors, the existing plumbing and air conditioning mechanical systems and the existing electrical system.

Deliverable: CONSULTANT will provide condition assessment report for review by the TOWN.

Task 5: 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 6: 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 7: 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 provide additional cost pricing for the Additional Services as identified below.

- 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

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 Submit Firms Credentials

Task 2 Project Evaluation & Expectations

Task 3 Limited Topographic Survey

Task 4 Condition Assessment

Task 5 Estimated Time Line Schedule

Task 6 Conceptual Design

Task 7 Final Construction Documents

Total Architectural Services Amount: \$ 78,120.00

PERFORMANCE SCHEDULE

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

Task 1 Provide Firms Credentials	3 days following Notice to Proceed (NTP)
Task 2 Project Evaluation & Expectations	1 day following Notice to Proceed (NTP)
Task 3 Limited Topographic Survey	2 days following Notice to Proceed (NTP)
Task 4 Condition Assessment	2 weeks following Notice to Proceed (NTP)
Task 5 Estimate Design Phase Schedule	1 weeks following Notice to Proceed (NTP)
Task 6 Conceptual Design	6 weeks following Notice to Proceed (NTP)
<u>TOWN review and comment period</u>	<u>TOWN will review expeditiously.</u>
Task 7 Final Construction Documents	4 weeks following receipt of review comments

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.

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 and Engineering 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 and engineering 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 Baker Design Build, herein referred to as CONSULTANT, unless TOWN has first provided The Consultant with a written certification executed by an independent Florida Registered Engineer practicing Engineering 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 engineer 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. **Statement of Grant Funding:** This project is sponsored in part by the State of Florida, Department of State, Division of Historical Resources.

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/>.

12. **No Discrimination Clause:** The contractor will not discriminate against any employee, under this Agreement, or applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regards to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layout or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contacting officer setting forth the provisions of this nondiscrimination clause.

13. Related Project and Grant Information:

Design and Construction Budget:

Architectural Services	\$ 100,000.00
Exterior Construction Services	\$ 172,000.00
Interior Construction Improvements	<u>\$ 125,000.00</u>
Total Grant + Town Match Award Amount:	\$ 397,000.00

Grant Tentative Project Timeline

Work Item	Starting Date	Ending Date
1) Architectural Design	November 2025	February 2026
2) Review & Approval by Historic Preservation Board	January 2026	January 2026
3) Bidding & Contract Procurement	February 2026	March 2026
4) Construction	April 2026	June 30, 2026
5) Project Close-out	June 2026	June 30, 2026

Grant performance Scope of Work:

Grant funds will be used to restore and renovate the historic Evergreen House in Lake Park. Work items include repair / replace roof, including gutters and downspouts; repair/replace a minimum of nineteen (19) windows; repair/replace a minimum of three (3) doors; repair/replace wood framing; clean exterior walls; repair exterior finishes; seal/waterproof exterior openings, apply exterior sealant/waterproofing to exterior façade, apply exterior finish coat to exterior façade including exterior doors, and exterior painting; replace eleven (11) window awnings; install trellis framing at exterior uncovered patio area; construct ADA compliant sidewalk and ramp; repair/replace interior trims, moldings, casings, doors and hardware; repair/replace damaged interior drywall and plaster wall finishes; repair interior sub-flooring and install new flooring in the bathroom and kitchen areas, and refinish interior wood floors; paint/stain interior walls, doors, trims, and moldings; upgrade plumbing and HVAC; updated electrical systems, including installing a new electrical service panel if needed, installing appropriate fixtures and low voltage improvements. Grant funds will also be used for architectural/engineering services and grant administration.

TOWN OF LAKE PARK

By: _____

*Roger Michaud - Mayor**Date***ATTEST**

By: _____

Town Clerk - Vivian Mendez MMC

*Date***TOWN ATTORNEY**

By: _____

Thomas Baird Jones Foster, PA

Date

Professional Services Contractor / Consultant:

Company Name: Baker Consulting and Engineering, LLC
dba: Baker Design Build

Address: 219 N. Newman Street, 2nd Floor
Jacksonville, Florida 32202

Phone Number: (904) 356-8520

Authorized Agent for Baker Design Build:

Name: Tamara G. Baker

Printed Name

Signature: 

CEO

Title

12-5-25

Date