

April 11, 2025

Andrea Dobbins
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

Re: Juno Beach Gazebo
Juno Beach, FL
Project No.: 904.002.01

SUBJECT: STRUCTURAL CONDITION ASSESSMENT

We are pleased to submit the following proposal for Consulting Structural Engineering Services for the subject project. Our proposal is based on information supplied by your office. This project consists of a general walk-through visual review to determine which members will require replacement. We will provide a typed report with our findings. Deficiencies will be noted and photographs will be included.

Our lump sum fee for these services will be \$3,000.00.

Payment is due upon receipt of services.

THE CONTRACT TERMS ARE BASED ON THE FOLLOWING ASSUMPTIONS.

1. We will be reimbursed for the expense of reproductions, excluding reproductions for the office use of the client. Postage and handling of drawings will be sent by US regular mail or FedEx. Any special handling requests will be reimbursable.
2. Out-of-pocket expenses such as film, film processing, laser color copying, etc. related to the services will be considered as included.
3. The prevailing rates shall be effective on January 1, 2025, and are expected to remain as stated through December 31, 2025. Should circumstances require adjustments to these rates prior to December 31, 2025, 30 days written notification shall be submitted in advanced of the effective date of change.
4. Services related to asbestos materials, detection, modification or process will be provided by others.
5. This report will be based upon clearly visible, open and unobstructed areas of the premises on the date of our site visit(s). We will require accessibility (by others) to the underside of roof/floor framing systems and to wall structures including access to the roof. No opinion will be rendered with regard to structural elements, which are concealed. Our report attempts to establish the areas and amount of repairs that are necessary. This limited visual review does not guarantee the structural integrity of the premises under its current use nor any proposed alterations..
6. Structural repair details and concrete restoration specifications are not included in this scope and can be provided in a separate proposal for this work.

PURSUANT TO F. S. 558, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

In the event of a claim of breach of contract or professional negligence the client agrees that the liability of O'Donnell, Naccarato, Mignogna & Jackson, Inc. and its professionals, employees, consultants and inspectors is limited to the amount of the fee or applicable limits of professional liability insurance, whichever is lesser.

Structural elements are not water resistant. Water proofing, roofing and envelope water resistance scope of work is specifically excluded and not provided by ONM&J.

Payment for services is your direct obligation and is not contingent upon any other payment schedules pursuant to other contracts or financial arrangements. If payment is not received within 30 days of your receiving our invoice, you agree to actively participate with us in our efforts to collect our fee directly from your client. Also, we have the option to cease providing services during that time and we cannot be held responsible for costs generated by our work stoppage.

Please call if you have any questions or if additional information is required. Kindly indicate your acceptance by signing and returning this document within ten (10) days. Should this document not be executed and returned to us, all parties acknowledge and agree that "authorization to proceed" through any other means constitutes formal acceptance of all terms and conditions contained herein.

O'DONNELL, NACCARATO, MIGNOGNA & JACKSON, INC.

Joseph F. Mincuzzi, P.E.
Vice President

JFM/avl

ACCEPTED BY _____ DATE _____

NAME _____ TITLE _____