



Archetype Companies

601 Heritage Drive STE 408, Jupiter FL, 33458

Phone: (561) 406-2651

contact@archetypecompanies.com

www.archetypecompanies.com

May 2nd, 2025

Town Of Juno Beach
c/o Andrea Dobbins
340 Ocean Drive
Juno Beach, FL 33408

RE: Gazebo at Town of Juno Beach (Lakefront southeast of Town Hall)

To Andrea Dobbins:

We are pleased to submit the following proposal for engineering services in connection with your property located in Juno Beach, FL. Engineering services will be provided to investigate the condition of the Gazebo for the subject property located at 340 Ocean Drive Juno Beach, FL. Archetype is submitting a proposal for inspection of the gazebo with the intent of evaluating the existing conditions and making recommendations regarding the possible repair vs. replacement of the structure. The structure has been visited by the engineer. Archetype will seek to investigate in greater detail utilizing testing methods and limited removal of damaged components and provide a written report of findings and recommendations.

We look forward to the opportunity to serve you!

Very truly yours,

A handwritten signature in black ink that reads 'Donald J. Atkinson'. The signature is written in a cursive, flowing style.

Donald Atkinson, P.E., Architect
Archetype Engineering & Architecture
Florida Professional Engineer License No. 61099
Florida Architectural License No. AR95480

Engineering Services Contract

This agreement is made as of the 30th day of April in the year 2025.

Between the Owner:

Town Of Juno Beach

340 Ocean Drive

Juno Beach, FL 33408

Engineer: Archetype Engineering & Architecture, Inc., A Florida Corporation

601 Heritage Drive STE 408,

Jupiter FL, 33458

for the following project: **Town of Juno Beach, Lake Gazebo**

340 Ocean Drive

Juno Beach, FL 33408

Project Description: Inspection of the Gazebo on Lake behind the Town Hall

SCOPE OF SERVICES

	Services to be Provides
\$2,750	<p><u>Phase 1:</u></p> <ul style="list-style-type: none">• Review of documents provided by the Town of Juno Beach as reference aids.• Inspection of the lakefront gazebo- Include assessment of the concrete piers, wood piers, connections, and wood members, adjacent concrete, soil and water drainage will be assessed. Framing, decking, fasteners, stainless-steel bolts, and connections between concrete and wood members will be examined for deterioration. The engineer anticipates utilizing moisture meters, wood probes, sounding of concrete and other means of evaluation of members deemed appropriate by the engineer, and in general conformance with 2025 industry standards for wood evaluation.• Isolated removal of areas of wood deck planks and certain wood floor joists will be removed to better evaluate and quantify the wood deterioration and to ascertain whether the damage is isolated or systemic. This will be critical to better understand the limits of damaged/deteriorated support components as well as quantities for repair/replacement. This destructive removal of the deck surface is made with the understanding that most of the wood deck planking and some floor joints will eventually need to be replaced in any case.• Examine drainage and soil contact (between wood and soil as probable cause for the premature deterioration of this structure). This includes connections, and fasteners (adjacent to the cracked sidewalk areas).• Examine the concrete piles by sounding and visual verification.• Direct third-party contracted or Client in-house labor to perform limited demo of wood deck, framing, and soil as needed to facilitate the engineer's investigation. (See section below related to one day contractor assistance for inspection.)• Provide a "Report of Findings" documenting observations, and providing the engineer's recommendations, with inclusion of opinion of reasonable repair protocol vs. total replacement of the structure.

Initial: 

	<p>*The engineer will coordinate limited demolition and removal of decking, joists and railing components in damaged areas to facilitate the investigation, and quantification of the damaged areas. The cost anticipated for a third-party contractor is anticipated to be \$650 to \$1,200 (depending on one- or two-man crew). The Client may opt to provide this limited demolition with Client in-house staff. One day of demolition is anticipated.</p>
--	---

Exclusions:

- A comprehensive, laboratory testing of mold, wood-rot material analysis report is not included, but can be proposed if requested by the owner. Noted conditions may include reference(s) to "organic growth" observed, but the condition assessment is not a scientific or laboratory-based testing mold/wood fungi assessment. This would also pertain to asbestos, lead or other environmental issues.
- The structure has reportedly been evaluated by a professional engineer for load capacity and current code compliance. Repairs will provide equivalent or higher load capacity of members and connections, but a complete re-evaluation of the structure analysis is not included in these services. No structural, mechanical and other design calculations, or quantitative analysis of Engineering or Engineering systems or components is included in the scope of work.
- Any cost associated with subsequent laboratory testing of materials, asbestos, lead paint or building systems or components are not included in the project scope.
- Site visits by the engineer are not exhaustive regarding every detail, material testing, or continuous.
- Engineer will not be providing construction cost estimation nor an Engineers Estimate of Probable costs, (EEOPC).

TERMS AND CONDITIONS

A. CLIENT'S RESPONSIBILITIES

The Client shall provide the Engineer with all available pertinent information including previous engineering or contractor observation reports or estimates, and any other relevant data relevant. The Engineer shall be entitled to rely on the accuracy and completeness of the Client's information. The Client shall provide decisions and furnish the required information as expeditiously as necessary for the orderly progress of the Project.

B. USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Engineer are the Engineer's Instruments of Service and are for the Client's use solely with respect to the subject property. The Engineer shall retain all common law, statutory and other reserved rights, including copyright. Upon completion of the final assessment report, provided that the Client substantially performs its obligations under this Agreement, the Engineer grants to the Client a license to use the Engineer's Instruments of Service as a reference for maintaining, altering and adding to the subject property. The Client agrees to indemnify the Engineer from all costs and expenses related to claims arising from the Client's use of the Instruments of Service without retaining the Engineer. When transmitting copyright-protected information for use on the subject property, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

C. PAYMENTS AND COMPENSATION:

The Engineer's Compensation shall be: \$2,750.

The Client shall pay the Engineer an initial payment of \$1,500 as a minimum payment under this agreement. The initial payment is due upon signing of this agreement.

Initial: 

Final payment is due upon issuance of the report. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one percent (1%) per month, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Engineer.

At the request of the Client, the Engineer may opt to provide additional services not included in the "Scope of Services" for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in the "Scope of Services". Any services beyond the scope of this agreement would require an addendum and pricing to be determined.

D. TIME FOR PERFORMANCE:

This agreement shall commence upon signing this agreement. The final report will be delivered by May 19, 2025.

E. ENGINEER'S INDEMNITY:

Engineer agrees to indemnify and hold harmless Client from any and all liability, damages and claims arising out of or resulting from any of the following: (a) performance of the Work by Engineer or any of its Sub-Contractors, (b) any defect in the Work, (c) any gross negligence or willful misconduct by Engineer, any Sub-Contractors or any of their respective employees and any failure by Engineer to comply with this Contract, or (e) any failure of Engineer or any of its Sub-Contractors to comply with the standards of performance set forth in this Contract.

F. INSURANCE:

Engineer shall maintain (a) a Commercial General Liability Insurance policy from a reputable insurance company licensed to do business in the state of Florida in an amount not less than \$1,000,000 and shall name Client as an additional insured. A certificate of insurance shall be provided to Client prior to Work started setting forth the above, (b) adequate Workers' Compensation Insurance to cover all employees engaged in such Work, the amount of which insurance shall be in accordance with statutory requirements in State of Florida.

G. LIMITS OF LIABILITY

PURSUANT TO §558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF ARCHETYPE ENGINEERING & ARCHITECTURE, INC. CANNOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES CONTRACT OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER. BY SIGNING THIS AGREEMENT, YOU HAVE ACCEPTED THIS LIMITATION OF LIABILITY.

TERMINATION, SUSPENSION OR ABANDONMENT:

In the event of termination, suspension or abandonment of the Project by the Owner, the Engineer shall be compensated for the services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Engineer to suspend or terminate services. Either the Engineer or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 60 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

H. ACCEPTANCE:

Acceptance of this proposal may be indicated by the signature of the Client in the space provided below. One signed copy of this proposal returned to Engineer will serve as an Agreement between the two

Initial: 

parties and as a Notice to Proceed (unless indicated otherwise by the Client. This contract will be binding on the parties hereto. Should this proposal not be accepted within a period of fifteen (15) days from the above date, it shall become null and void.

I. REIMBURSABLE EXPENSES:

Client agrees to reimburse the Engineer for any documented expenses incurred within the normal course of business on Client's project. The cost of printing reports, schedules or drawing reproduction is a reimbursable expense to be borne by the client. No testing of materials or exploration of concealed conditions is included with this proposal. Client to pre-approve any anticipated expenses prior to incurring any costs.

J. CLIENT'S REPRESENTATIVE:

The Client may elect to identify a representative who is authorized to act on the Client's behalf with respect to the project. If elected, please provide written documentation signed by Client authorizing the designee(s) (board members, committee member or other authorized agent) who is authorized to direct work or amend the contract.

Name:

Address:

Other Information:

K. MISCELLANEOUS:

- I. All the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, successors and assigns.
- II. The laws of the State of Florida shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- III. Any controversies arising out of the terms of this agreement or its interpretation shall be adjudicated in Palm Beach County, Florida in accordance with the rules of the American Arbitration Association. Arbitration shall be binding.
- IV. Waiver by Client of any breach of any provision of this agreement by Engineer shall not operate or be construed as a continuing waiver of said provision.
- V. The assignment of this agreement by either party is prohibited.
- VI. Any and all notices, demands or other communication required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to the other party if deposited in the United States mail, postage prepaid, Certified Mail, Return Receipt Requested, and such notice shall be deemed given upon such deposit, provided that such notice is addressed as follows:

To: Archetype Engineering & Architecture, Inc.
601 Heritage Blvd, Ste 408
Jupiter Florida 33458

- VII. If Engineer sells or otherwise relinquishes all or a substantial part of its business to a third party, then the Client, at its option, may cancel this contract.

Initial: 

- VIII. This agreement shall not render the Engineer an employee, partner, agent of, or joint venture of Client.
- IX. No amendment, change or modification of this agreement shall be valid unless in writing signed by the parties hereto. This agreement and any Exhibit or Schedule attached constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force or effect.
- X. If any provision of this agreement or any portion of this agreement is determined to be unenforceable or invalid, then the remainder of this agreement shall nevertheless remain in full force and effect.
- XI. Section headings are not to be considered a part of this agreement and are not to be relied upon as a full and accurate description of the contents contained therein.

X

Signature

Date: 5/2, 2025

Printed Name / Title

X Donald J. Atkinson
Donald Atkinson, P.E., Architect
Archetype Companies

Date: 05/2/2025

Initial:

B