



# Cape Design Engineering Co.

2725 Center Place  
Melbourne, FL 32940

Phone: 321.799.2970 | Fax: 321.799.0375 | [www.cdeco.com](http://www.cdeco.com)

**CDE LETTER: 25-E-036.01**

**April 29<sup>th</sup>, 2025**

**TO:** City of Fort Pierce  
Jason Atkinson | Public Works Director  
52 Savannah Road  
Fort Pierce, FL 34982

**SUBJECT:** 7 Gables Building, 482 N Indian River Drive, Fort Pierce, FL 34950

Stewart,

Thank you for considering Cape Design Engineering Co. (“CDE”), a wholly owned subsidiary of 8-koi. Cape Design Engineering Co. (CDE) is pleased to submit this fee proposal for the above subject solicitation (7 Gables Building, 482 N Indian River Drive, Fort Pierce, FL 34950). The fee is based on phone call on 04/17/2025. Cape Design Engineering Co. (CDE) will provide structural engineering services to evaluate the 7 Gables Building. The total proposed fee for this project is \$ **6,426.00.**

## **Structural Inspection Scope of Work**

Project: Structural Assessment of Seven Gables House

Location: 482 N Indian River Drive, Fort Pierce, FL 34950

Original Construction Date: 1905

Relocated: 1998 by the City of Fort Pierce

Construction Type (assumed): Traditional wood framing, likely Florida Cypress

### **Objective:**

To evaluate the current structural condition of the Seven Gables House with a focus on long-term stability, code compliance, and preservation of the historic wood structure, including the impact of relocation and age-related deterioration.

### **Scope of Work:**

Pre-Inspection Research:

- Review available historical records, past relocation details, and any prior structural assessments.
- Identify potential modifications or repairs completed since the 1998 relocation.



**Visual Structural Inspection:**

- Foundation System: Assess the current foundation type (e.g., piers, slabs, or crawlspace supports) for settlement, movement, or water intrusion.
- Floor Framing: Inspect accessible floor joists, beams, and girders for signs of rot, sagging, insect damage, or inadequate support.
- Wall Framing: Examine interior and exterior load-bearing walls for structural integrity and material degradation. Note any signs of water damage, mold, or termite activity in cypress framing.
- Roof Framing: Visually assess the roof structure from attic or accessible space for deflection, rafter condition, connections, and moisture intrusion.
- Connections and Anchorage: Evaluate how the structure is anchored to the foundation, especially considering relocation in 1998. Check for corrosion or deterioration in connectors, fasteners, and tie-downs.

**Structural Envelope Review:**

- Observe exterior siding, fascia, soffits, and trim for structural or cosmetic damage.
- Identify any areas where the structural envelope has been compromised due to weathering or deferred maintenance.

**Code and Safety Compliance Review:**

- Note any safety hazards such as railing heights, guard conditions, or noncompliant stair structures.

**Documentation and Reporting:**

- Provide a written report summarizing observations, including photographic documentation.
- Identify areas requiring immediate repair, long-term monitoring, or further invasive investigation.
- Recommend corrective actions and estimated timelines for structural repairs or improvements.

**Optional Add Services (if requested):**

- Invasive inspection (limited removal of finishes to verify hidden framing condition)
- Moisture intrusion testing
- Pest and wood rot evaluation with specialty subconsultants
- Cost estimating for structural rehabilitation

**Schedule:**

- **Site Visit:** Within 10 business days of NTP (Notice to Proceed)
- **Report:** Within 15 business days following the site visit

Changes to the scope or design concept from the client after contract award will require a re-submission of cost for the additional services.

**Fee Schedule:**

Services will be invoiced monthly based on the percentage of work completed.

**Total**

**\$ 6,426.00**



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This fee proposal is valid for 30 days. CDE will mobilize once a purchase order has been received, indicating a notice to proceed and work toward a schedule mutually agreed upon.

We look forward to working with you. If you have any further questions, please feel free to contact us.

Sincerely,

Matthew E. Charmbury, Director of Engineering

By signing below, Clients grants CDE Authority to Proceed (ATP) as proposed:

Client Authorized Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
CDE Authorized Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## **General Terms and Conditions**

### **Professional Services Agreement Between Cape Design Engineering, Co. (CDE) and the Client**

These General Terms and Conditions, in combination with those documents incorporating them by reference, constitute the entire agreement (the Agreement) between CDE and the Client to perform the described services and all subsequent, mutually agreed change orders. This Agreement supersedes all prior proposals or negotiations between the parties with respect to the Project. These terms and conditions will also apply to any contract or purchase order document issued by the Client for future services, whether or not it is expressly incorporated. In the event of any conflict between these terms and conditions and the provisions of any purchase order or other document, these terms and conditions shall control unless the conflicting document expressly supersedes specific provisions herein.

1. **Qualifications.** Client has been provided information concerning CDE's qualifications and has had a full opportunity to investigate and confirm those qualifications. Client agrees CDE is qualified to provide the services required for the Project.
2. **Standard of Care.** CDE shall exercise the reasonable standard of care to comply with requirements of applicable codes, regulations, and current written interpretation thereof published and in effect during CDE's services. In the event of changes in such codes, regulations, or interpretations during the course of the Project that were not and could not have been reasonably anticipated by CDE and which results in a substantive change to delivered documents, CDE shall not be held responsible for the resulting additional costs, fees, or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes.
3. **Client Deliverables.** The Client shall provide full information about the objectives, schedule, constraints, and existing conditions of the Project, and shall establish a budget with reasonable contingencies that meets the Project requirements. Any costs incurred due to late delivery of data, false information, or incomplete information or by subsequent changes of the information shall be borne by Client. The Client shall furnish for the benefit of the Project all legal, accounting and insurance counseling services required.
4. **Representations and Warranties.** The Client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. CDE will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. CDE, however, cannot and does not warrant or guarantee that the work will comply with the interpretation of such requirements by others. CDE warrants that it will perform the engineering services in a good and workmanlike fashion and in accordance with the standards of care and diligence normally practiced by recognized engineering firms in performing engineering services of a similar nature for similar projects that at the time the engineering services are performed.

CDE makes no warranties relating to the staffing, performance or costs of operation or practical implementation, nor makes any other warranties expressed or implied. All implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, are expressly disclaimed and waived, it being acknowledged and agreed that the only warranties afforded hereunder are those set forth in the Agreement. CDE shall have no liability for errors or inaccuracies in the engineering documentation attributable to the use and/or reliance upon data, design criteria, drawings, specifications, reports, or other information furnished by Client and CDE



does not warrant such process, or the design associated therewith.

5. **Limitation of Liability/Consequential Damages:** To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of CDE and subconsultants, to the Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to CDE's services, this Agreement or any Addenda, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall be limited to the lesser of (i) \$50,000.00; or (ii) the total amount of compensation received by CDE under this Agreement. In no event shall CDE be liable to the Client or to any third-party for incidental damages, consequential damages, or loss of profits. As long as there are no specific mandatory laws to the contrary, in no case whatsoever, shall Client be entitled to contractual or tort claims for damages resulting from, but not limited to, loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damages, and any other act giving rise to liability.
6. **Title to Engineering Documentation/Intellectual Property Right:** The engineering documentation prepared by CDE which is supplied to Client in accordance with this Agreement shall become the property of Client upon receipt and payment in full for services rendered. CDE reserves all intellectual property rights in the engineering documentation and information provided to Client in particular copyright, right of inventions and confidential know-how (IP Rights). Client shall not disclose such documents and information received from CDE without CDE's prior written consent.
7. **Invoices and Payments:** CDE will submit invoices to the Client based in accordance with the payment conditions agreed upon in the Agreement. All invoices are due upon receipt. Client understands and agrees that it shall be fully responsible for the timely payment of all invoices regardless of whether Client may be entitled to reimbursement from a third-party. The Client agrees that CDE may withhold written reports and other work product pending full payment of all charges accrued. CDE may stop all work and withdraw from the Project if any invoice remains unpaid. A 15%/month finance charge may be applied to unpaid balances. In the event of termination, suspension or abandonment of the Project, the Client shall remain liable for all charges accrued.
8. **Changes:** Supplementary services or change requests by Client regarding the scope of engineering services will be invoiced separately based on the standard hourly rate for engineering change order services.
9. **Delivery and Taking Over of Engineering Services:** Delivery shall be regarded as completed on the date of receipt of the engineering documentation specified in the Agreement. The time schedule in accordance with this Agreement is preconditioned on the due fulfillment of all contractual obligations by Client. In case the Client does not fulfill its payment obligations or any other contractual obligations in time, the time schedule will be adjusted accordingly. Client shall notify CDE of any claims regarding the engineering documentation within thirty (30) days from the date of receipt of the engineering documentation, otherwise delivery of the engineering documentation and respectively, the engineering services shall be regarded as fully accepted by Client. In the case of non-conformity of the engineering documentation with the documents to be provided under this Agreement, CDE has the right to take remedial steps within a reasonable timeframe to be agreed upon between CDE and the Client. In no case shall Client be entitled to a price reduction in case of non-conformity.



10. **Confidentiality:** The parties shall treat all information and documentation exchanged under this Agreement except for the engineering documentation as confidential and make it known or accessible to third parties only to the extent necessary for the performance of this Agreement. This obligation remains in force for 3 years from the date of signature of this Agreement even when the present contract has been cancelled or withdrawn.
11. **Relationship of the Parties:** It is understood and agreed that in performing services related to the Project, CDE is acting as an independent contractor and not as an employee or agent of Client.
12. **Entire Agreement; Amendment:** This Agreement is the entire agreement of the parties concerning the Project and supersedes all prior agreements, representations, and understandings concerning the Project This Agreement may be amended, modified, or supplemented only by a writing executed by both Parties.
13. **Law and Venue:** This Agreement shall be construed and governed by Florida law without reference to conflict of laws principles. Venue for any litigation arising out of or related to the Assignment or this Agreement shall be litigated exclusively in a court of competent jurisdiction to the exclusion of the courts of any other state or jurisdiction.
14. **Attorney Fees:** In any litigation arising out of or related to this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs, including any attorney's fees and costs incurred on appeal.
15. **Force Majeure:** Either party shall be excused for failures and delays in performance of its obligations under this Agreement because of any cause beyond its control and without the fault of such party for any act of God, war, pandemic, endemic, riot, insurrection, terrorism, hurricane, flood, or lightning strike. This provision shall not, however, release such party from using its best efforts to avoid or remove such cause and such party shall continue performance under this Agreement with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such party shall give prompt written notice thereof to the other party, provided that failure to give such notice shall not in any way limit the operation of this provision. The parties acknowledge and agree that the provisions of this Section 15 shall not excuse any delay in performance, or any payment obligation contemplated by the Agreement, except to the extent that any precondition(s) to such payment obligation are delayed as a result of an event described herein.
16. **Wavier:** Waiver of any agreement or obligation set forth in this Agreement by either party shall not prevent that party from later insisting on full performance of such agreement or obligation and no course of dealing, partial exercise or any delay or failure on the part of any party in exercising any right, power, privilege, or remedy under this Agreement shall impair or restrict any such right, power, privilege, or remedy or be construed as a waiver therefor.
17. **Severability.** If any one or more of the provisions of this Agreement is adjudged to any extent invalid, unenforceable, or contrary to law by a court of competent jurisdiction, each, and all of the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.



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18. **Miscellaneous.** The parties agree that this is a valid and binding contract effective as of the date of the last of the parties to sign below.
  
19. **Pursuant to Florida Statute 558.0035, an individual employee or agent of Cape Design Engineering Company may not be held individually liable for negligence.**