SPECIFIC AUTHORIZATION NO. 2027-4

CITY OF FORT PIERCE
FUEL DEPOT STRUCTURAL REPORT
ENGINEERING SERVICES

SCOPE OF SERVICES

Pursuant to the Continuing Contract for Professional Services related to "RFQ No. 2024-005 – Miscellaneous Professional Continuing Services" (hereinafter referred to as "AGREEMENT") between the City of Fort Pierce, Florida a political subdivision of the State of Florida (hereinafter referred to as the "CITY") and Cape Design Engineering Co. (hereinafter referred to as "CONSULTANT") dated 16th day of September, 2024; and the First Amendment to the Continuing Contract for Professional Services dated the 2nd day of September, 2025; as well as the Second Amendment to the Continuing Contract for Professional Services dated the 8th Day of September, 2026 that authorizes the CONSULTANT to provide professional engineering services as detailed in this Specific Authorization (hereinafter referred to as "AUTHORIZATION"); the Parties agree and acknowledge the following:

WITNESSETH:

WHEREAS, the City competitively procured the services of CONSULTANT through RFQ No. 2024-005; and

WHEREAS, the Continuing Services Agreement provides that the CONSULTANT agrees to accept and provide professional services on an assignment-by-assignment basis through the execution of a Specific Authorization; and

WHEREAS, the City of Fort Pierce desires to obtain the professional services of CONSULTANT pursuant to the same terms and conditions as those contained in its AGREEMENT and this Specific Authorization; and

WHEREAS, the City of Fort Pierce CITY seeks the CONSULTANT to provide Engineering Services for the Public Works Fuel Island Depot located at 52 Savannah Rd, Fort Pierce, FL, 34954. Specifically, the CONSULTANT will provide a structural assessment, repair design, structural calculations, and structural drawings.

WHEREAS, CONSULTANT has agreed to provide the professional services for this Project on the terms stated herein.

NOW, THEREFORE, in consideration of the mutual benefits to accrue to each of the parties, it is agreed as follows:

Section 1 – Recitals

The above recitals are incorporated herein by reference.

Section 2 - Scope of Work

CONSULTANT will provide the services in accordance with this AUTHORIZATION and as described in Exhibit "A" (Proposal dated September 26, 2026), which is attached hereto and incorporated by reference herein.

Section 3 - Deliverables

CONSULTANT shall provide the deliverables to the Public Works Department CITY as described in Exhibit "A".

Proposed services will be completed within eight (8) days from the issuance of a Purchase Order as stated under Schedule in Exhibit "A".

Section 4 - Method and Amount of Compensation

The City of Fort Pierce will compensate CONSULTANT for services under this AUTHORIZATION in accordance with the fee schedule as set forth under Fee in Exhibit "A". The budget (or fee) for the Project shall not exceed $23,250.

Section 5 - City's Responsibilities

The CITY hereby designates the PUBLIC WORKS DIRECTOR or his/her designee as CITY's representative for matters related to this AUTHORIZATION.

Section 6 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified within this Specific Authorization remain in full force and effect and are incorporated by reference herein. Notwithstanding the forgoing, any work, deliverables, fees, or other excludable work not included in this Specific Authorization must be agreed to by the Parties in writing prior to authorization.

IN WITNESS WHEREOF, this AUTHORIZATION has been fully executed on behalf of the CONSULTANT by its duly authorized officer, and the CITY has caused the same to be duly executed in its name and on its behalf, effective as of the date of the last signature below.

ATTEST:

_____
Linda Cox, Agency Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Chairperson

Date: _____

APPROVED AS TO
FORM & CORRECTNESS:

_____
Camille Wallace, Interim City Attorney

Cape Design Engineering Co.:

By: Matthew Charmbury Date: 10/28/2026
Matthew Charmbury
Director of Engineering

Approved as to Form and Correctness by CAO a/o 10/23/26

EXHIBIT A
SCOPE OF WORK/DELIVERABLES/COMPENSATION

Approved as to Form and Correctness by CAO a/o 10/23/26

Cape Design Engineering Co.

2725 Center Place
Melbourne, Fl 32940
Phone: 321.799.2970 | Fax: 321.799.0375 | www.cdeco.com

CDE LETTER: 25-E-088.01

September 26, 2026

TO: City of Fort Pierce | Public Works
Jan Bockmeulan | Public Works Director
100 North U.S. 1,
Fort Pierce, FL 4950
Direct: (772) 467-3807

SUBJECT: City of Fort Pierce Fuel Depot Structural Report

Jan,

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 (City of Fort Pierce Fuel Depot Structural Report). Based on the latest project-specific scope information dated September 18, 2025, the fuel island includes an approximately 48-foot by 48-foot canopy, four regular-fuel pumps, four diesel-fuel pumps, and associated underground piping. SG's services are limited to structural assessment, repair design, structural calculations, and structural drawings. Construction administration is excluded. The total proposed fee for this project is $ **23,250.00.**

Scope of Work:

The scope of work for this proposal is based on an email received from Rick Stauffer, requesting CDE assistance with inspection services to assess the existing condition of a steel canopy structure.

The Scope of work for the existing canopy evaluation includes support for the following basic services:

- Review structural drawings, prior reports, photographs, survey information, LiDAR/point-cloud information, and other relevant documents furnished by CAPE DESIGN.
- Participate in structural coordination meetings with CAPE DESIGN and the City of Fort Pierce to confirm access, available records, assessment limits, repair objectives, and the required submission format.
- Perform one non-destructive visual structural assessment of accessible canopy framing, columns, connections, and exposed foundations, limited to conditions visible and safely accessible at the time of the visit.
- Perform LiDAR scanning and point-cloud registration of the existing fuel-canopy structure and accessible surrounding conditions. SG will process and register the collected scan data to develop a coordinated point cloud for use as supplemental existing-condition information in the structural assessment and repair design.

- Document observed structural distress, corrosion, deformation, damage, connection deficiencies, and other visible conditions relevant to structural performance.
- Prepare a signed and sealed structural assessment report with observations, limitations, photographs provided or taken for the assessment, and basic recommendations.
- Where the assessment supports repair, develop structural repair criteria and perform calculations for the defined repair elements using the applicable Florida Building Code and referenced material standards in effect for the project.
- Prepare structural repair drawings for the confirmed repair scope.
- Respond to one City of Fort Pierce review-comment cycle before final issue.

Specifications:

The assessment and repair design will use the Florida Building Code and applicable referenced structural standards in effect for the project. Material properties, member sizes, connection details, foundation configuration, and design loads will be based on verified existing information, field observations, and documents furnished by City of Fort Pierce. Where existing properties cannot be verified without testing or exposure, CDE will identify the limitation and state the information required before final repair design. Drawings will use imperial units.

Deliverables:

CDE anticipates the following electronic deliverables. Final sheet count and organization may be refined after the assessment establishes the repair scope; this anticipated list does not authorize unlisted work.

- Structural assessment report - one signed and sealed PDF report.
- Structural calculation package - one signed and sealed PDF package for the confirmed repair design.
- Structural repair drawings - three anticipated sheets:
    - S000: Cover Sheet
    - S001: General structural notes, design criteria, material requirements, and drawing index.
    - S100: General Site Plan
    - S101: Existing canopy framing plan, observed-condition references, and repair plan.
    - S501: Structural repair details, connection details, and schedules required for the confirmed repair scope.
- One consolidated response to review comments.
- Electronic issue format: PDF. Native editable files are not included unless separately agreed in writing.

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321.799.2970

Assumptions And Exceptions:

- This proposal includes time to submit the report for review to the City Fort Pierce and/or other agencies having jurisdiction, respond to comments, include corrections, and obtain approval from all entities.
- Our proposed scope of work, schedule, and fee are based on the assumption that the original civil/structural, mechanical/piping, electrical, and any other disciplines drawings and specifications, geotechnical reports, etc. that have been or will be supplied by others will be complete. If during performance of our work, we discover that the supplied documents are not complete, or if new information is obtained that negatively affects our ability to complete this project as proposed herein, we may request a modification to our scope of work, schedule, and/or fee.
- CAPE DESIGN will provide site access, owner authorization, safety orientation, and safe means of access. Boom-lift rental, traffic control, confined-space entry, fall-protection systems, and special access equipment are not included.
- The assessment is visual and non-destructive. Destructive openings, coatings removal, excavation, nondestructive testing, material testing, weld testing, laboratory services, and verification of concealed conditions are excluded.
- CDE may rely on the information the City of Fort Pierce, contractors, surveyors, and other consultants.
- The fee assumes one site assessment by up to two structural personnel during normal business hours and one defined canopy structure. Travel and reimbursable expenses, if required, are not included and require prior written authorization.
- The repair-design fee assumes the assessment supports a reasonably defined repair of the existing canopy. Full replacement design, foundation replacement, fuel-system alterations, relocation of pumps or underground piping, and design of new nonstructural systems are excluded.
- Our proposed scope of work, schedule, and fee are based on the assumption that the original civil/structural, mechanical/piping, electrical, and any other disciplines drawings and specifications, etc. that have been or will be supplied by others will be complete. If during performance of our work, we discover that the supplied documents are not complete, or if new information is obtained that negatively affects our ability to complete this project as proposed herein, we may request a modification to our scope of work, schedule, and/or fee.
- CDE is not responsible for qualifying and/or reviewing the mechanical and electrical equipment.
- This proposal does not include cost for all non-labor items including, but not limited full-size drawing printing for bid sets and issued for construction sets, outside reproduction, phone, postage and all other such costs.
- Mechanical, piping, electrical, fire-protection, civil, environmental, hazardous-material, geotechnical, architectural, surveying, and accessibility design are excluded. SG will consider loads and interfaces furnished by those disciplines only as needed for structural work.
- No evaluation of underground piping, fuel equipment, electrical equipment, process operation, environmental compliance, or fire-code compliance is included.
- Existing member properties and material strengths must be confirmed from records, legible

markings, testing by others, or conservative values acceptable to SG before final repair design.

- Foundation capacity and concealed reinforcing are excluded unless reliable record information is furnished and the final repair scope requires a limited verification. Geotechnical engineering is excluded.
- Repair drawings are based on conditions known at the time of design. Conditions uncovered during construction that differ from the documents may require revised design as an additional service.
- Construction administration is excluded, including shop-drawing review, RFIs, site observations during construction, progress meetings, pay-application review, change-order review, punch lists, Permitting Services, and record drawings.
- Construction means, methods, sequencing, temporary support, shoring, protection of operating fuel systems, contractor safety, and quality-control procedures are the contractor responsibility.
- Peer review beyond four hours, redesign caused by client-directed changes, and services outside the confirmed canopy repair scope are Additional Services.
- No construction work, procurement, fabrication, or installation is included.
- Replacement-canopy design is not included unless separately authorized after the assessment.

Schedule:

CDE can commence work within 1 week after receiving the purchase order. CDE estimates that the time required to complete the visual assesment and the report will be within eight (8) business days and subjected from the receipt of Purchase Order, the rental equipment availability and the receipt of all equipment, drawings, specifications, and pertinent information on a timely manner.

Fee Schedule:

We propose to perform the scope of services outlined herein for the following Lump-sump fee basis

Laser Scanning and Point Cloud Registration	**$ 3.500**
Visual Assesment Report	**$ 6,450**
Structural Repair Design, Calculations, and Drawings	**$ 11,500**
Boom Manlift Rental	**$ 1200**
Traveling Expenses	**$ 600**
Total	**$ 23,250**

(Twenty Three Thousand Two Hundred Fifty & 00/100 Dollars)

Additional scope of work to be performed as per client request for the following not to exceed fee based on our time and materials hourly basis

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"HOURLY RATES FOR ADDITIONAL SERVICESAND (TIME AND MATERIAL BASIS)"

Personnel	Billable Hourly Rate
Project Manager III	$ 175.00
Structural Engineer III	$ 185.00
CAD Designer III	$ 115.00
Administrative	$ 75.00
Mileage	$ 0.70

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

If this proposal is acceptable, you can provide formal authorization by signing below and returning a copy to us. Please note that the work will be performed in accordance with the Terms and Conditions of the attached Professional Services Agreement.

We would like to thank you for opportunity to support CDE in this endeavor. If you have any questions, please do not hesitate to contact me at the number below

Sincerely,

Matthew Charmbury

Matt 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: _____

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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 fulfilment 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.

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.**