RESOLUTION R-26-138

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECT AND AUTHORIZING THE SUBMISSION OF SAID APPLICATION.

WHEREAS, the West Coast Inland Navigation District, hereinafter referred to as "WCIND", is empowered and authorized by Section 374.976, Florida Statutes, and by Rule 66A-2, Florida Administrative Code, to undertake projects intended to alleviate problems associated with its waterways: and

WHEREAS, pursuant to Rule 66A-2.007 Florida Administration Code, the Manatee County Board of County Commissioners, hereinafter referred to as the "County," shall approve each WCIND project application by Resolution; and

WHEREAS, the projects enumerated herein meets the eligibility requirements for WCIND funding.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Manatee County, Florida, that:

The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Project: Kingfish Boat Ramp ($2,000,000) and the previously approved City of Bradenton Twin Dolphin Marina Pier Design and Permitting Project as described in the grant applications. Authorizing submission of these applications and agreements to WCIND for review and approval for Fiscal Year 2026-2027 CNIF Funding.

ADOPTED with a quorum present and voting this the 20th day of October, 2026.

ATTEST: Angelina M. Colonesso
Clerk of the Circuit Court

By: _____
Deputy Clerk

MANATEE COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: _____
Chairman

Approved in Open Session 10/20/26
Manatee County
Board of County Commissioners

October 20, 2026 - Regular Meeting

Subject
Adoption of Resolution R-26-138, approving and authorizing submission of FY 2026-2027 West Coast Inland Navigation District (WCIND) Grant Application; and Execution of Agreement and Extension upon approval of applications, Charlie Hunsicker, Natural Resources Director

Category
CONSENT AGENDA

Briefings
Briefing Provided Upon Request

Contact and/or Presenter Information
Charlie Hunsicker, Director, Natural Resources

Action Requested
1. Adoption of Resolution R-26-138, approving FY 2026-2027 WCIND grant applications and authorizing the submission of said applications.
2. Authorization for the Chairman of the Board of County Commissioners to sign any and all agreements with WCIND upon approval of said applications.
3. Authorization for the County Administrator or designee to sign extensions and subrecipient agreements with those agencies that are not County departments.

Enabling/Regulating Authority
Chapter 374 Florida Statutes, West Coast Inland Navigation District
Rule 66A-2 Florida Administrative Code

Applicable Advisory Board
N/A

Background Discussion
Manatee County is authorized to approve and administer waterway projects. WCIND project categories include Marine Law Enforcement, Public Navigation, Environmental Education, Boating Safety and Education, Boater Recreation, and Disaster Relief.

Through resolution R-26-138, Natural Resources staff is requesting $2,000,000 in the county navigation improvement funds as a match to Restore funds to reconstruct the Kingfish Boat ramp. Additionally, staff requests approval of the agreement with the City of Bradenton for their Twin Dolphin Marina Pier Design and permitting project.

Natural Resources staff is also requesting:
1. The Board of County Commissioners Chairman be authorized to sign all grant agreements between WCIND and Manatee County for those approved applications, and
2. The County Administrator or designee be authorized to execute all sub-recipient agreements and extension amendments between Manatee County and those approved agencies.
3. The County WCIND Board Liaison request a waiver from the WCIND board of rule 66A-2.007(3)(a) which requires a site dedication of a minimum of 25 years. The County's lease with the State is for 10 years.

Attorney Review
Not Reviewed (No apparent legal issues)

Instructions to Board Records
Please provide copies of executed Resolutions to lauren.franklin@mymanatee.org and Michael.solum@mymanatee.org for transmittal to WCIND.
Distributed 10/21/26, RT

Cost and Funds Source Account Number and Name
Fund 117 West Coast Inland Navigational District (WCIND).

Amount and Frequency of Recurring Costs
$2,000,000 one time.

WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION

PROJECT NUMBER: _____
(To be populated by WCIND)

FUNDING CYCLE: ON_____ OFF__X____

APPLICATION DATE: ___September 16, 2026_____

1. MEMBER COUNTY: ___Manatee_____

2. PROJECT CATEGORY:

   ☐ Public Navigation ☐ Marine Law Enforcement ☐ Environmental Education
   ☒ Boater Recreation ☐ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: __Kingfish Boat Ramp Reconstruction Project_____

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: _This project involves the installation of 580LF of steel seawall and the replacement of the docks and piling. The ramp will also be replaced. Improvements will be made to the parking lot and sidewalks. This is a very popular boat ramp. These improvements will allow the ramp to be accessible to the public for many more years.

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES ☐ NO X
   IF YES, PROVIDE THE FOLLOWING:

TPO NAME:		TPO MANAGER:	
FEID:		PHONE:	
ADDRESS:		CITY:	
STATE:		ZIP:	

IS THE TPO A SUBSIDIARY, BRANCH, ETC. OF ANOTHER ENTITY? YES ☐ NO ☐

IF YES, ATTACH PROOF OF AUTHORIZATION TO DIRECTLY REQUEST AND RECEIVE WDP FUNDS.

6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:
FDEP Individual Permit 41-0319737-008-EI	Expiration February 17, 2031
ACOE SAJ-2020-02709 (LP-EWG)	Expiration February 1, 2027
State Land Lease	Expiration December 16, 2035

7. ESTIMATED PROJECT START DATE: __Jan 2026___ COMPLETION DATE: 9/30/2027_

8. REQUIRED ATTACHMENTS:

   A. VICINITY MAP IF APPLICABLE
   B. SITE DEVELOPMENT PLAN IF APPLICABLE
   C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED:
   _____2,000,000_____DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATE THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST:
   _____4,000,000_____DOLLARS

12. APPLICANT IDENTIFICATION:

   LIAISON AGENT: _____Charlie Hunsicker_____

   ADDRESS: __1112 Manatee Ave West Bradenton Fl 34205_____

   TELEPHONE NO.: _____941-748-4501 X 6001_____

   EMAIL.: _____charlie.hunsicker@mymanatee.org_____

13. SIGNATURE: Claudia Hunsucker

14. DATE: 09/16/2026

BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds[1]	Total
Construction Expenses	1,000,000.00	1,000,000.00	2,000,000.00
(specify)			
Abandon existing seawall			
Install new seawall			
Replace ramp			
Replace docks and piling			
Contractual Services			
(specify)			
Materials	1,000,000.00	1,000,000.00	2,000,000.00
(specify)			
Composite decking			
Piling			
Sheet Pile seawall			
Handrails			
Rip rap			
Wheel stops			
Salaries[2]			
Other			
(specify)			
GRAND TOTAL	$2,000,000	$2,000,000	$ 4,000,000

[1] Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

[2] Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.

SOURCE(S) OF MATCHING FUNDS: RESTORE Act Funds ($2,000,000)

Additional Information: _____

WEST COAST INLAND NAVIGATION DISTRICT
WATERWAY DEVELOPMENT PROJECT AGREEMENT

_____ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the "Agreement") made and entered into this _____ day of _____, 20___, by and between the West Coast Inland Navigation District ("WCIND"), and ____Manatee_ COUNTY (the "County"), collectively the "Parties".

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. PROJECT. This Agreement is entered pursuant to Section 374.976, Fla. Stat., and the Waterway Development Program (the "Program"), as codified in Chapter 66A-2, F.A.C., to furnish financial assistance to the County to implement one of the following type(s) of waterway development project(s):☐Public Navigation; X Boater Recreation; ☐Boating Safety and Education; ☐Marine Law Enforcement; ☐Environmental Education; ☐Disaster Relief (hereinafter the "Project"), more specifically described as follows.

a. Project Title. Kingfish Boat Ramp Reconstruction Project

b. Project Scope. This project involves the installation of 580LF of steel seawall and the replacement of the docks and piling. The ramp will also be replaced. Improvements will be made to the parking lot and sidewalks. This is a very popular boat ramp. These improvements will allow the ramp to be accessible to the public for many more years.

2. TIME; COMMENCEMENT; COMPLETION. This Agreement shall become effective on November , 2026 and have a term of one year ("Project Period"). The County shall commence the Project no later than six months from the effective date and shall complete the Project within the one-year Project Period.

a. Time Extensions. Upon written request of the County, the Project Period may be extended if significant progress has been made toward completion of the Project or if extenuating circumstances exist beyond the County's control which warrant the extension. Extension requests shall be submitted for the WCIND Board's consideration in accordance with Rule 66A-2.0072, F.A.C. The WCIND Board may approve two, one-year extensions for the Project. Brining the total maximum project period to a possible three years.

b. Failure to Timely Perform. Failure to timely commence or complete the Project without an approved extension may result in WCIND withholding further reimbursement payments and denial of future Program funding requests until the Project is completed or closed

to the satisfaction of WCIND. If the County fails to complete the Project within three years from the effective date, WCIND shall terminate this Agreement and transfer any remaining undisbursed Project funds into the County's unencumbered CNIF reserve balances.

3. PROJECT FUNDING. WCIND shall obligate and make available to the County an amount of $_2,100,000.00__ for reimbursement to the County for the Project's costs as set forth within the Project's Funding Application, attached hereto and incorporated herein as Exhibit "A". In accordance with Rule 66A-2.0072(7), F.A.C., upon receipt of the County's request for payment certificate(s), WCIND shall make reimbursement payment(s) only for those County's expenditures which are eligible under Rule 66A-2, F.A.C., and are integral, reasonable and necessary for the effective and efficient accomplishment of the Project.

a. Matching Funds. Where applicable, the County warrants and represents that it has the matching funds as identified in Exhibit "A" in the amount of $_2,100,000.00__ available for the completion of the Project. Prior to the execution of this Agreement, the County shall, certify the availability and eligibility of such matching funds pursuant to Rule 66A-2.005, F.A.C., using Exhibit "B", Matching Funds Certification.

a. Marine Law Enforcement Funds. Where applicable, the County shall pre-certify the eligibility of marine law enforcement project expenditures and include a completed Exhibit "C", Certification of Marine Law Enforcement Expenditures, with this Agreement prior to receiving any reimbursement payment(s) for marine law enforcement projects.

b. Pre-Agreement Costs. Unless otherwise approved by the Board for a real property acquisition project under Rule 66A-2.0071, F.A.C., and delineated in Exhibit "D", Pre-Agreement Costs, WCIND shall not allow match credit for any County obligation or expenditure made prior to the execution of this Agreement.

4. PROJECT MANAGEMENT; NOTICES. The WCIND Executive Director, or his/her designee, is hereby designated as WCIND's Project Manager for the purposes of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment. The County's liaison shall act on behalf of the County relative to the carrying out the Project provisions of this Agreement. All formal notices required pursuant to this Agreement shall be made in writing to such representatives at the following:

WCIND Project Manager:
Charlie Hunsicker
1112 Manatee Ave W
Bradenton, FL 34205
Phone: 941-748-4501 x 6001
Email: charlie.hunsicker@mymanatee.org

County Liaison Agent:
Ashley Schnitker, Grant Administrator
9000 Town Center Parkway
Lakewood Ranch, FL 34202
Phone: 941-414-2743
Email: ashley.schnitker@mymanatee.org

5. STATUS REPORTS. The County shall submit signed Project status reports on a quarterly basis (due on the 15th calendar day following the end of each quarter) pursuant to Rule 66A-

2.0072(6), F.A.C. When appropriate, photographs and the number of on the water marine law enforcement patrol hours shall be submitted with the quarterly reports to show work accomplished.

6. PROJECT ACCESSIBILITY. Notwithstanding facilities used exclusively for marine law enforcement or marine fire/rescue services, or similarly restricted facilities, the County shall ensure that the Project's facilities when complete, are accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, marital status, disability, or ethnic group, and that they are open to the public at reasonable times.

7. USER FEES. The County may charge reasonable user fees for the use of Project facilities when completed. Unless otherwise approved by the Board pursuant to Rule 66A-2.007(7), F.A.C., and described in Exhibit "E", Residential User Fees, discrimination based on residence, including preferential reservation, membership or annual permit systems shall be prohibited.

8. PROJECT CONDITIONS. This Agreement shall be subject to, and incorporates by reference, all conditions, restrictions and requirements set forth in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., which are not otherwise specifically stated herein.

9. ADDITIONAL PROJECT CONDITIONS. WCIND and the County mutually agree to the additional terms and conditions contained in the following exhibits which are attached hereto and incorporated herein as part of this Agreement:

a. Exhibit "B", Matching Funds Certification Requirement, if any.
b. Exhibit "C", Certification of Law Enforcement Funds, if any.
c. Exhibit "D", Pre-Agreement Costs, if any.
d. Exhibit "E", Residential User Fees, if any.
e. Exhibit "F", Other Project Specific Terms and Conditions, if any.

10. PROJECT RECORDS; INSPECTION. The County shall retain all records supporting Project costs, at minimum, for three years after the end of the fiscal year in which the final Project payment was released by WCIND, or until final resolution of any litigation, claim, or audit that started prior to the expiration of the three-year record retention period. WCIND reserves the right to inspect the Project sites, facilities and other waterway related assets, as well as the right to inspect and audit any and all financial records pertaining to the Project at any reasonable time upon request.

11. DEFAULT; REMEDIES.

a. Notice; Opportunity to Cure. If the County breaches any terms of this Agreement, WCIND shall provide written notice of the breach and provide the County thirty (30) days to cure the same. If the County fails to cure the breach within the 30-day cure period, WCIND may require the County to immediately refund all reimbursements paid to the County under this Agreement. Payment of the refund shall include interest from date of original County receipt of the funds,

through date of their return to WCIND at the same rate which would have been paid during said period for the funds if they have been invested in the State of Florida Local Government Surplus Funds Trust Fund (Florida PRIME). Upon the County's payment of the full refund amount, plus interest, to WCIND, this Agreement, and all further rights and obligations thereunder, shall be terminated with the refunds being transferred into the County's unencumbered CNIF reserve balances. In addition to the aforesaid refund payment, WCIND may pursue all other remedies available at law or in equity against the County for breach of this Agreement, including, but not limited to, specific performance and other appropriate injunctive relief.

b. **Waiver.** WCIND's failure to give the aforesaid notice to cure shall not be construed as a waiver of any County breach or default. Furthermore, an actual waiver by WCIND of any County breach shall not be construed as a waiver of any subsequent breach(es) of any other duty or obligation imposed by this Agreement.

12. **ENTIRE AGREEMENT; MODIFICATIONS.** This Agreement embodies the entire understanding of the respective Parties hereto regarding the subject matter hereof, and supersedes and replaces any other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. With the exception of time extensions approved by the WCIND Board in accordance with Section 2 above and Rule 66A-2.0072, F.A.C., all modifications to this Agreement shall be made by a written amendment duly executed by authorized representatives of WCIND and the County. Amendments seeking to change the Project's category or the amount of financial assistance, shall be approved and executed by the WCIND Board. The WCIND Executive Director may approve and execute amendments which change the Project scope, but do not change the Project's category or amount of financial assistance. Formal amendments to this Agreement shall be made in substantial conformance with the Project Agreement Amendment Form, attached hereto as Exhibit "G".

13. **THIRD-PARTY OPERATORS.** The County may authorize project funds for use by third-Party operators in accordance with Rule 66A-2.007(8), F.A.C. However, the rights, duties and obligations arising under this Agreement shall not be otherwise assignable to a third-Party operator or any third Party whatsoever, and the County shall remain solely responsible for the compliance of the terms and conditions set forth herein.

14. **SURVIVAL OF CERTAIN TERMS.** Notwithstanding any provisions to the contrary contained herein, provisions of this Agreement requiring continued performance, compliance, or effect after termination or expiration hereof, shall survive such termination or expiration and shall be enforceable by the WCIND should the County fail to perform or comply as required by the same.

15. **NO AGENCY RELATIONSHIP.** WCIND's role with respect to the Project is that of a funding assistance authority only and WCIND is not, and shall not be considered to be, an agent, partner, or joint venturer with the County with respect to the Project.

16. **INDEMNIFICATION; SOVEREIGN IMMUNITY.** Each Party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity and the liability limitations set forth in Section 768.28, Fla. Stat.

17. **VENUE; GOVERNING LAW.** All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Sarasota County, Florida.

18. **ATTORNEY'S FEES.** In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall be entitled to receive from the other Party/Parties its reasonable attorneys' fees and costs.

19. **SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared to be severable.

20. **MUTUAL TERMINATION.** Notwithstanding any provisions to the contrary contained herein, upon written request by either Party, WCIND and County may mutually agree to terminate this Agreement. All undisbursed Project funds remaining at the time of such mutual termination will be transferred into the County's unencumbered CNIF reserve balances.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below.

[*End of provisions – Signature page follows*]

ATTEST: [Print Name],
AGENCY CLERK

By: _____
[Print Name], Executive Director and
Agency Clerk

WEST COAST INLAND NAVIGATION DISTRICT

By: _____
WCIND Chair

Date: _____

ATTEST:

By: _____
County Clerk

_____ County

By: _____
[Print Name & Title]

Date: _____

EXHIBIT "A"
FUNDING APPLICATION

EXHIBIT "B"
WCIND WATERWAY DEVELOPMENT PROGRAM
MATCHING FUNDS CERTIFICATION REQUIREMENT

Project: _____

County: _____ Project No: _____

The matching funds as further identified in this Project Agreement meet the eligibility requirements under 66A-2.005, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat.

_____ _____
Date County Liaison Agent

_____
County Administrator or
Financial Officer

EXHIBIT "C"
WCIND WATERWAY DEVELOPMENT PROGRAM
CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

County: _____ PROJECT NO: _____

All funds allocated for the above Project and further identified in this Project Agreement will be expended for marine law enforcement purposes only in compliance with the eligibility requirements under Rules 66A-2.005 and 2.0055, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., and Program funds shall not be used to supplement any other activities or purposes.

_____ _____
Date County Liaison Agent

_____
County Administrator or

Financial Officer

EXHIBIT "D"
PRE-AGREEMENT COSTS

EXHIBIT "E"
RESIDENTIAL USER FEES

EXHIBIT "F"
OTHER PROJECT SPECIFIC TERMS AND CONDITIONS

EXHIBIT "G"
PROJECT AGREEMENT AMENDMENT FORM

_____ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **AMENDMENT** to the above-described **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the "Amendment") is made and entered into on this _____ day of _____, 20____, by and between the West Coast Inland Navigation District ("WCIND"), and _____ COUNTY (the "County"), collectively referred to as the "Parties."

RECITALS:

WHEREAS, on _____the WCIND Board of Commissioners approved and entered into the above-described Waterway Development Project Agreement ("Agreement") with the County;

WHEREAS, the County has requested that the Agreement be amended in accordance with Rule 66A-2.0072, F.A.C.; and

WHEREAS, WCIND has approved the County's requested amendment and the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **RECITALS.** The above-referenced recitals are true, correct and incorporated herein.

2. **AMENDMENTS.** The following Section(s) of the Agreement is/are modified and amended:

a. **SECTION 1 - PROJECT.** The requested change to the Agreement's Project [select Category, Title and/or Scope] has been approved. The Agreement's [select Category, Title and/or Scope] in Section 1 is amended to read [enter new Category, Title and/or Scope, and incorporate by reference the replacing/superseding Exhibit "A", Project Scope and Budget, containing the new Category, Title and/or Scope].

b. **SECTION 3 –PROJECT FUNDING.** The requested change in the amount of Project funding from $_____ to $_____ has been approved. The Agreement's Project funding amount is amended to now read $_____ and the new Exhibit "A", Project Scope and Budget, containing the revised Project costs is incorporated herein by reference, which replaces and supersedes the previous Exhibit "A".

4. **[Insert other Sections and detail amendments as necessary]**

5. **LIMITS OF EFFECT.** This Amendment and attached Exhibit "A", are incorporated by reference into the Agreement, and the Agreement and all prior amendments or time extensions thereto, if any, remain in full force and effect except as specifically modified, amended or changed herein.

6. **EFFECTIVE DATE.** This Amendment shall become effective on the date it is approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement as of the dates shown below.

[*End of provisions – Signature page follows*]

[*Signature block for amendments to Project Scope and other changes with no changes in Funding Amount*]

WEST COAST INLAND NAVIGATION DISTRICT

By: _____
(Signature & Date)

_____
(Print Name & Title)
Address:

Phone:
Fax:
Email:

_____ County

By: _____
(Signature & Date)

_____
(Print Name & Title)
Address:

Phone:
Fax:
Email:

[*Signature block for amendments to Project Category and/or Funding Amount*]

ATTEST: [Print Name], AGENCY CLERK

By: _____
[Print Name], Executive Director and Agency Clerk

WEST COAST INLAND NAVIGATION DISTRICT

By: _____
WCIND Chair

Date: _____

ATTEST:

By: _____
County Clerk

_____ County

By: _____
[Print Name & Title]

Date: _____

Approved in Open Session 8/25/26
Manatee County
Board of County Commissioners

August 25, 2026 - Regular Meeting

Subject
Authorization to apply for a County Navigation Improvement Fund (CNIF) agreement with the West Coast Inland Navigation District for the Twin Dolphins Marina Pier Design and Permitting Project, Charlie Hunsicker, Natural Resources Director - District 2

Category
CONSENT AGENDA

Briefings
Briefing Provided Upon Request

Contact and/or Presenter Information
Charlie Hunsicker, Director, Natural Resources Department 6001
Mark Dillon, Grant Supervisor, Government Relations 8022

Action Requested
1. Authorize the submission of a WCIND CNIF application; and
2. Authorize the Chairman, the County Administrator, the Director of the Natural Resources Department, any of their designees, and the Grant Division Manager to execute all necessary subsequent documents related to agreement submission.

Enabling/Regulating Authority
66A-2

Applicable Advisory Board
N/A

Background Discussion
Project will fund the design and permitting for the Twin Dolphin Pier rehabilitation project. The City of Bradenton proposes an infrastructure improvement project to restore the main pier seawalls at the historic Twin Dolphin Marina, a public waterfront facility located along the Manatee River. This project will rehabilitate approximately 800 linear feet of seawall along the marina public pier. Damage from recent storm events including Hurricanes Ian, Debby, Helene, and Milton, has accelerated the need for critical repairs to maintain structural integrity and ensure safe public use. Restoration activities will address documented deficiencies.

Attorney Review
Not Reviewed (No apparent legal issues)

Instructions to Board Records
Please send electronic copies to lauren.franklin@mymanatee.org,
michael.solum@mymanatee.org
charlie.hunsicker@mymanatee.org and
sherri.swanson@mymanatee.org
Distributed 8/26/26, RT

Cost and Funds Source Account Number and Name
$51,942.50 funded by WCIND; account key to be created upon acceptance. The City of Bradenton is providing matching funds.

Amount and Frequency of Recurring Costs
One time funding

WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION

PROJECT NUMBER: _____
(To be populated by WCIND)

FUNDING CYCLE: ON_____ OFF__XX____

APPLICATION DATE: _____06-26-2026_____

1. MEMBER COUNTY: _____Manatee County _____

2. PROJECT CATEGORY:

☐ Public Navigation ☐ Marine Law Enforcement ☐ Environmental Education
☒ Boater Recreation ☐ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: Twin Dolphin Marina Pier Design and Permitting

PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: The City of Bradenton is requesting WCIND funding assistance for the engineering, design, and environmental permitting phase of the Twin Dolphin Marina Main Pier Rehabilitation Project. This request represents the first phase of a multi-phased effort to preserve and rehabilitate critical public waterfront infrastructure at one of the region's most heavily utilized municipal marinas.

Twin Dolphin Marina serves recreational boaters, transient vessels, and local residents while providing direct access to downtown Bradenton, the Riverwalk, Rossi Park, and other waterfront destinations. The marina also supports public safety operations by providing docking access for emergency response vessels operating on the Manatee River.

See attached for further description and project area.

4. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES XX NO ☐
IF YES, PROVIDE THE FOLLOWING: COB will implement the project with contract awards related to engineering, design, and environmental permitting.

TPO NAME:	City of Bradenton	TPO MANAGER:	Jeremy S. Giddens
FEID:	59-6000283	PHONE:	941-932-9350

ADDRESS:	100 10th St West	CITY:	Bradenton
STATE:	FL	ZIP:	34205

IS THE TPO A SUBSIDIARY, BRANCH, ETC. OF ANOTHER ENTITY? YES ☐ NO XX
IF YES, ATTACH PROOF OF AUTHORIZATION TO DIRECTLY REQUEST AND RECEIVE WDP FUNDS.

5. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS, OR LEASES NECESSARY FOR THE PROJECT:

TYPE: N/A	STATUS: N/A
FDEP	Not Started
USACE SPGP VI	Not Started

6. ESTIMATED PROJECT START DATE: 10/01/2026 COMPLETION DATE: 09/30/2027

8. REQUIRED ATTACHMENTS: Attached

   A. VICINITY MAP IF APPLICABLE
   B. SITE DEVELOPMENT PLAN IF APPLICABLE
   C. PERMITS IF APPLICABLE – pending engineering and design, within the scope of this request.

9. WCIND FUNDS REQUESTED: $51,942.50 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATE THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: $103,885 DOLLARS

12. APPLICANT IDENTIFICATION:

LIAISON AGENT: Jeremy S. Giddens

ADDRESS: 100 10th St West

Bradenton, FL 34205

TELEPHONE NO.: 941-932-9350

EMAIL.: Jeremy.Giddens@bradentonpd.com

13. SIGNATURE:

14. DATE: 06/26/2026

BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds[1]	Total
Construction Expenses			
(specify)			
Contractual Services			
(specify)			
Field Investigation	$6,775	$6,775	$13,550.00
Marine Engineering & Drawings	$18,635	$18,635	$37,270.00
Permit Drawings 60%	$14,635	$14,635	$29,270.00
Construction Drawings	$7,557.50	$7,557.50	$15,115.00
Environmental Permitting	$4,340	$4,340	$8,680.00
Materials			
(specify)			
Equipment			
(specify)			
Salaries[2]			

[1] Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

[2] Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.

Other			
(specify)			
GRAND TOTAL	$51,942.50	$51,942.50	$103,885.00

SOURCE(S) OF MATCHING FUNDS: General Revenue Funds or other local funding sources.

Additional Information: Procurement policies will be followed for the services outlined within this proposal.

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

To: Michael Solum, Ecological and Marine Resources Program Manager

From: Jeremy Giddens, Grants & Business Operations Manager, City of Bradenton

Date: June 26, 2026

Re: WCIND FY 2027 Funding Request – Twin Dolphin Marina Main Pier Engineering and Permitting

The City of Bradenton is requesting WCIND funding assistance for the engineering, design, and environmental permitting phase of the Twin Dolphin Marina Main Pier Rehabilitation Project. This request represents the first phase of a multi-phased effort to preserve and rehabilitate critical public waterfront infrastructure at one of the region's most heavily utilized municipal marinas.

Twin Dolphin Marina serves recreational boaters, transient vessels, and local residents while providing direct access to downtown Bradenton, the Riverwalk, Rossi Park, and other waterfront destinations. The marina also supports public safety operations by providing docking access for emergency response vessels operating on the Manatee River.

Recent engineering assessments identified significant deterioration of approximately 600 linear feet of pierhead seawall along the marina's main public pier. Damage associated with age, environmental exposure, and multiple recent storm events has accelerated the need for rehabilitation to ensure the continued safety, functionality, and long-term viability of the facility.

The proposed Phase I project will fund the engineering and permitting activities necessary to advance the rehabilitation effort, including site surveys, engineering design, preparation of construction documents, cost estimating, and environmental permitting. Completion of this phase will position the City to pursue future funding opportunities and proceed with the construction of the identified repairs.

The total Phase I project cost is $103,885. The City of Bradenton is requesting WCIND participation through a 50 percent funding partnership, with the City providing the required local match.

Project Benefits:

- Preserves a critical public boating facility serving recreational and transient boaters.
- Protects existing waterfront infrastructure from further deterioration and more costly future repairs.
- Supports continued public access to downtown Bradenton's waterfront amenities and destinations.
- Maintains infrastructure that supports emergency response operations on the Manatee River.
- Advances a shovel-ready construction project through completion of engineering and permitting requirements.
- Strengthens the long-term sustainability and resiliency of a key public marina asset.

The City of Bradenton appreciates WCIND's continued investment in projects that enhance public boating access and preserve waterfront infrastructure throughout Manatee County. Funding of this initial phase will allow the City to advance a critical rehabilitation project while positioning the marina for future construction improvements that will benefit residents, visitors, and the boating community for years to come.

CUMMINS | CEDERBERG
Coastal & Marine Engineering

June 17, 2026 152301-A1_R1

City of Bradenton
Attn: Mr. Jean Totti
850 13th Avenue E.
Bradenton, FL 34208
Sent via email: Jean.Totti@bradentonFL.gov

RE: Addendum Proposal for Marine Engineering and Permitting Services_REV.1
For the Twin Dolphin Marina located at 1000 1st Ave. W., Bradenton, Florida

---

Dear Mr. Totti:

Pursuant to our recent discussion, Cummins Cederberg, Inc. (Cummins Cederberg) is pleased to present this addendum proposal for our marine engineering and permitting services for the Twin Dolphin Marina located at 1000 1st Ave. W., Bradenton, Florida (Project).

Project Introduction

The subject property includes a 225 wet slip marina on submerged lands leased from the State of Florida. Situated in the middle of the marina, there is an approximately 500 ft long Main Pier consisting of a gravity structure encompassed by cast-in-place seawalls and cap. Cummins Cederberg previously performed an above- and below-water inspection of the Main Pier seawalls, which were rated Poor to Serious. It is our understanding that the City would like to prioritize repair of the approximately 600 LF Pierhead seawalls rated Serious (east, north, and west), as recommended in the inspection report issued by Cummins Cederberg in December 2025 (see **Figure 1**).



Figure 1: Twin Dolphin Marina Main Pier Pierhead Repair Scope

Scope of Services

The following tasks outline the scope of services to be provided by Cummins Cederberg for the Client and are numbered sequentially from our existing contract dated August 8, 2025 (City of Bradenton Contract No. RFP-22-029TWS).

Task 2 – Field Investigations

Task 2.1 Limited Property Boundary and Topographic Survey:

A limited property boundary and topographic survey will be completed for the Project area to serve as the basis for subsequent design and regulatory permitting. The topographic survey would identify the location and elevation of the existing shoreline structures along with other general features of the site pertinent to the Project including approximate Mean High Water Line elevation, existing cap/deck elevations, marginal docks in way of the pierhead, sidewalks, and upland topography in way of the seawalls. Trees and underground utilities are not included in the scope. The data collected in the field will be reduced to the horizontal coordinate system and vertical datum established for the Project.

Deliverables: Limited Property Boundary and Topographic Survey Signed/Sealed by a Florida Registered Professional Surveyor and Mapper.

Fees for Task 2.1 are lump sum (including expenses): **$13,550.00**

Task 3 – Marine Engineering & Construction Drawings

Task 3.1 Marine Engineering Design: Cummins Cederberg will design repairs and replacement details for the approximately 600 LF of Pierhead (east, north, and west) cast-in-place concrete seawall elements. Current recommendations include the repair of cracks and spalls observed in cast-in-place concrete elements rated *Major* to *Severe,* primarily located in and above the splash zone. Due to the advanced state of some observed damages, replacement of some elements ultimately may be necessary. Based upon the previously performed inspection it is anticipated that approximately 30% of the cast-in-place seawall elements may need to be replaced. Note this figure may be exceeded depending on findings during the demolition phase. Typical sections and details will be developed illustrating the design layout and proposed materials. Specifications and details for material characteristics, along with reinforcement details will be developed for various seawall components as part of the design process. Potential modifications to the upland stormwater system, landscaping, or hardscaping improvements beyond the limits of the cast-in-place seawall elements are not included.

Fees for Task 3.1 are lump sum (including expenses): **$37,270.00**

Task 3.2 60% Permit Drawings: Cummins Cederberg will prepare preliminary 60% level drawings, in sufficient detail for submittal to the regulatory agencies for inclusion in environmental permit application packages under Task 4. The plans will be prepared in CAD format wherein the following drawing sheets are anticipated:

- Cover Sheet – Location maps, titles
- Site Plan – Existing conditions, survey
- Demolition Plan view and typical cross-section
- Proposed Plan – Shoreline layout
- Sections and Details – Cross sections for seawall, structural details
- General Notes – Specifications, materials, list of abbreviations

A 60% level opinion of probable cost (Design Development Level) will be prepared for client review. Cummins Cederberg will participate in two (2) virtual conference calls with the Client to review the preliminary drawings and OPC.

Deliverables: 60% Design Drawings (PDF)
Design Development Level Opinion of Probable Cost (PDF)

Fees for Task 3.2 are lump sum (including expenses): **$29,270.00**

Task 3.3 100% Construction Drawings Upon receipt of environmental permits, Cummins Cederberg will advance drawings in sufficient detail for construction. Specifications and details for materials will be refined for project components, as applicable, to support construction. Cummins Cederberg will provide structural calculations for the design. The plans and calculations will be signed and sealed by a Florida registered Professional Engineer. A final opinion of probable cost (Construction Document Level) will also be prepared and shared with the Client for bidding and construction purposes. This task includes one (1) meeting with the Client to review and discuss the final construction drawings and estimated cost. The following drawing sheets are anticipated:

- Cover Sheet – Location maps, titles
- Site Plan – Existing conditions, survey
- Demolition Plan view and typical cross-section
- Proposed Plan – Shoreline layout
- Sections and Details – Cross sections for seawall, structural details
- General Notes – Specifications, materials, list of abbreviations

Deliverables: *Signed/Sealed 100% Construction Drawings (PDF, 11x17 or 22x34)*
Signed/Sealed Structural Calculations (PDF)
Construction Document Level Opinion of Probable Cost (PDF)

Fees for Task 3.3 are lump sum (including expenses): **$15,115.00**

Task 4 –Environmental Permitting

This task assumes that the pierhead seawall elements will be repaired or replaced within the existing structure footprint, with a maximum 18-inch waterward projection of the existing seawall (wet face to wet face), with no new dredging.

Task 4.1 FDEP Exemption Verification Form & Processing: Cummins Cederberg will prepare and process a Statewide Environmental Resource Permit (SWERP) Exemption Verification Form with the Florida Department of Environmental Protection (FDEP), requesting authorization of the proposed pierhead seawall element repairs and replacement pursuant to Chapter 62-330, F.A.C. The U.S. Army Corps of Engineers (USACE) has delegated authority to the FDEP for certain projects pursuant to the State Programmatic General Permit (SPGP). This scope assumes that the FDEP will verify that the Project is consistent with the SPGP and provide Federal authorization. Cummins Cederberg will maintain contact with the FDEP to expedite the permitting process. The Client will provide the FDEP exemption fee in the amount of $100.00 and a signed verification form.

Fees for Task 4.1 are lump sum (including expenses): **$8,680.00**

Conditions/Assumptions

- Client shall notify Cummins Cederberg of any known conditions related to the Project that may affect the scope of services.
- Client shall provide safe access to the Project site as needed by Cummins Cederberg to complete the scope of services.
- Client shall provide any available background information, such as as-built drawings, historical photographs, permits, or other documentation.
- Fees include all reasonable client interaction and correspondence needed to complete the outlined tasks.
- Scope is based on available documents.
- This scope does not include in-person pre-application meetings with the agencies.
- This scope of services does not include review of upland structures, balustrades or railings, utilities, drainage, local building department permits, or any encumbrances of the properties.
- Material testing not included.
- The assessment does not include subsurface explorations, destructive testing (e.g., concrete coring), material testing, utilities, or other infrastructure located upland of the seawall.
- This scope does not include construction administration or grants support services.

Fees

Cummins Cederberg will perform the services as outlined for a Lump Sum of $103,885.00 using negotiated rates as identified in the continuing services contract. Services will be invoiced monthly based on a percentage of work completed within the billing period. A detailed breakdown of the fees is shown in the table below.

Task	Task Description	Senior Director	Senior Project Manager	Project Manager	Project Scientist	Associate Scientist II	Chief Engineer	Senior Engineer	Project Engineer	Associate Engineer II	Senior Designer	Sub Consultants	Expenses	Total Hours	Total Cost
	Labor Rates	$ 260	$ 220	$ 190	$ 155	$ 140	$ 250	$ 220	$ 180	$ 160	$ 145				
2	Field Investigations														
2.1	Limited Property Boundary and Topographic Survey							2		2	2	$12,500.00		6	$13,550.00
3	Marine Engineering & Construction Drawings														
3.1	Marine Engineering Design						16	60	98		16		$100.00	190	$37,270.00
3.2	60% Permit Drawings	5	3			2	10	26	61		54			161	$29,270.00
3.3	100% Construction Drawings	4					4	18	31		24		$50.00	81	$15,115.00
4	Env Permitting														
4.1	FDEP Exemption Verification Form & Processing		6	10	24			2	4		4			50	$8,680.00
	Total hours	9	9	10	24	2	30	108	194	2	100	$12,500.00	$150.00	488	$103,885.00

General

We appreciate the opportunity to prepare a proposal for our marine engineering and grant assistance services and look forward to working together. This proposal is valid for 60 days and was prepared based on the information provided by the Client to date. If you wish us to provide the services detailed above, please sign this agreement, which includes the Cummins Cederberg's General Terms & Conditions attached herein, and return a signed copy to which will serve as our Authorization to Proceed. Should you have any questions or require additional information, please do not hesitate to contact me at 727.380.1644 or gparker@cumminscederberg.com.

Sincerely,
CUMMINS CEDERBERG, INC.

Geoff M. Parker P.E.
Senior Engineer

Florida Professional Engineering No. 74043

Read and Accepted by **Client:**

By:_____

Name:_____

Title:_____

Date:_____

Enclosures:
Certificate of Insurance
Executed Continuing Services Contract dtd. March 22, 2023

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure South Insurance Services, LLC 1317 Citizens Blvd Leesburg FL 34748 License#: L122365	CONTACT NAME: Shelia Robertson PHONE (A/C, No, Ext): 800-845-8437 FAX (A/C, No): E-MAIL ADDRESS: SRobertson@acrisure.com
INSURED Cummins Cederberg Inc 201 Alhambra Circle, Suite 601 Coral Gables FL 33134 CUMMCED-01	INSURER A: The Charter Oak Fire Insurance Company — NAIC # 25615 INSURER B: St. Paul Protective Insurance Company — 19224 INSURER C: Benchmark Insurance Company — 41394 INSURER D: Pacific Insurance Company, Limited — 10046 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2059631896 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			660-A0909919-COF-25	9/26/2025	9/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAA0917213	9/26/2025	9/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP Basic	$ 1,000,000 $ $ $ $ $10,000
	[ ] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			99 WC-00003062-01	9/26/2025	9/26/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			21 OH 0464456-25	9/26/2025	9/26/2026	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

~Evidence of Insurance
c/o Cummins Cederberg, Inc.
201 Alhambra Circle, Suite 601
Coral Gables FL 33134
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jimmy Irwin

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Marine-Coastal Engineering Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this 22nd day of March 2023 between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Cummings Cederberg (herein after referred to as "CONSULTANT"), with a principal office located at 735 Arlington Ave. N. Suite 601, St. Petersburg, FL 33701.

WHEREAS, the CITY desires to obtain Marine-Coastal Engineering Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications.** Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services.**

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

   5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

   a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

   b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

   5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate** **$1,000,000**
- **Personal and Advertising Injury** **$500,000**
- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

8.0 **E-verify.** Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. CONSULTANT hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. CONSULTANT further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Contract. CONSULTANT hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Contract. If CONSULTANT has a contract terminated by a public employer for any such violation during the term of this Contract, it shall provide immediate notice thereof to the CITY. CONSULTANT shall be required to complete an E-Verify Affidavit attesting to compliance with Section 448.09, Florida Statutes.

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

12.0 **Public Records**. To the extent applicable, CONSULTANT shall comply with the requirements of Florida's Public Records laws, specifically including the following:

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

12.5 CONSULTANT acknowledges that all information relating to the Contract are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this 22nd day of March, 2023.

CONSULTANT

Cummings Cederberg

735 Arlington Ave. N., Suite 601

St. Petersburg, Florida 33701

By: _____

Jannek Cederberg

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By: _____

Gene Brown

Mayor, City of Bradenton

Witness for CONSULTANT:

By: _____

Patricia Fernandez

Witness for CITY:

By: _____

Tamara Melton

City Clerk

Approved as to Form:

By: _____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.9 MARINE-COASTAL ENGINEERING SERIVCES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional marine-coastal engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Coastal engineering analysis

b) Marine/Coastal structure permitting

c) Marine/coastal structures inspection and evaluation

d) Shoreline protection/mitigation planning and design

e) Commercial pier and dock planning and design

f) Marina planning and design

g) Boardwalk planning and design

h) Local, State, and Federal Dredge Design and Permitting

i) Beach Nourishment Permitting and Monitoring

j) Dredge Materials Disposal and Consulting Services

k) Coastal Construction Contract Administration

l) Shorefront Protection Design, including seawalls, bulkheads, and soft solutions

m) Value engineering

Exhibit B - Key Personnel

Cummins Cederberg Key Personnel

Name	Title
Jannek Cederberg	Principal, President
Jason Cummins	Principal, Vice President
Jenna Phillips	Director, Office Lead/Sr. Coastal Engineer
Jason Taylor	Chief Engineer, Marine Structures
Geoff Parker	Sr. Engineer, Marine Structures
Jordon Cheifet	Director/Sr. Engineer, Coastal
Rasheed Muslimani	Sr. Engineer/Lead Construction Inspector
Jon Cunningham	Sr. Engineer, Marine Structures
Leonard Barrera	Sr. Engineer, Coastal & Modeling
Edwin Rajeev	Project Engineer, Coastal & Modeling
Ken Chang	Project Engineer, Dredging & Marine Structures
Marie Guyer	Project Engineer, Marine Structures
Ryan Winslow	Associate Engineer II, Coastal & Marine Structures
Colton Manning	Associate Engineer II, Coastal & Marine Structures
Stephen Orsay	Associate Engineer II, Coastal & Marine Structures
Grace Dentel	Associate Engineer I, Coastal
Gary Krystyniak	Senior Designer
Sergio Villatoro	Senior Designer
Brent Gore	Senior Geospatial and GIS Analyst
Danielle Irwin	Sr. Director
Rebecah Delp	Project Environmental Scientist
Gina Chiello	Sr. Director and Chief Environmental Lead
Christie Hurley	Senior Scientist
Natalie Bryce	Project Scientist
Tara Schwartz	Associate Scientist I
William Lorentzen	Associate Scientist II, Professional Geologist

Exhibit C - Standard Hourly Rates

Cummins Cederberg Hourly Rate Schedule

TITLE	RATE
Principal	$300.00
Senior Director	$260.00
Project Director	$240.00
Senior Project Manager	$220.00
Project Manager	$190.00
Chief Scientist	$220.00
Senior Scientist	$190.00
Project Scientist	$155.00
Associate Scientist II	$140.00
Associate Scientist I	$115.00
Chief Engineer	$250.00
Senior Engineer	$220.00
Project Engineer	$180.00
Associate Engineer II	$160.00
Associate Engineer I	$140.00
Senior Designer	$145.00
Designer	$120.00
Senior GIS Analyst	$160.00
GIS Analyst	$120.00
Technician	$85.00
Clerical	$75.00

VERN BUCHANAN
DISTRICT 16, FLORIDA

FLORIDA DELEGATION
CO-CHAIR

COMMITTEE ON WAYS AND MEANS
TAX-WRITING COMMITTEE
SUBCOMMITTEES:
HEALTH
CHAIRMAN
TRADE

Congress of the United States

House of Representatives

Washington, DC 20515-0916

January 30, 2026

Dear Grant Review Committee,

I am writing to express my strong support for fair consideration of the City of Bradenton's application for funding through the WCIND Grant Program to assist with critical pier and seawall repair projects. Bradenton's waterfront infrastructure plays a vital role in the community's economic vitality, environmental resilience, and public safety. The city's piers and seawalls support tourism, local businesses, recreational access, and essential coastal protection. Continued deterioration of these structures threatens not only public access but also increases vulnerability to storm surge, erosion, and future extreme weather events.

Investment through the WCIND Grant Program would enable the City of Bradenton to make much-needed repairs that will enhance safety, preserve public assets, and strengthen the long-term resilience of the waterfront. These improvements will benefit residents, visitors, and the regional economy while helping safeguard coastal infrastructure for generations to come.

The City of Bradenton has demonstrated a strong commitment to responsible planning, environmental stewardship, and fiscal accountability. I am confident that this project aligns well with the WCIND program's goals and represents a sound investment of public resources.

I strongly encourage your fair consideration of the City of Bradenton's request for WCIND grant funding.

Sincerely,

Vern Buchanan
Member of Congress

2409 Rayburn House Office Building
Washington, DC 20515
(202) 225-5015
FAX: (202) 226-0828

8433 Enterprise Circle
Suite 210
Bradenton, FL 34202
(941) 951-6643

510 Vonderburg Drive
Suite 303
Brandon, FL 33511
(941) 747-9081

www.buchanan.house.gov

WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION

PROJECT NUMBER: _____
(To be populated by WCIND)

FUNDING CYCLE: ON_____ OFF__XX____

APPLICATION DATE: _____06-26-2026_____

1. MEMBER COUNTY: _____Manatee County _____

2. PROJECT CATEGORY:

☐ Public Navigation ☐ Marine Law Enforcement ☐ Environmental Education
☒ Boater Recreation ☐ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: Twin Dolphin Marina Pier Design and Permitting

PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: The City of Bradenton is requesting WCIND funding assistance for the engineering, design, and environmental permitting phase of the Twin Dolphin Marina Main Pier Rehabilitation Project. This request represents the first phase of a multi-phased effort to preserve and rehabilitate critical public waterfront infrastructure at one of the region's most heavily utilized municipal marinas.

Twin Dolphin Marina serves recreational boaters, transient vessels, and local residents while providing direct access to downtown Bradenton, the Riverwalk, Rossi Park, and other waterfront destinations. The marina also supports public safety operations by providing docking access for emergency response vessels operating on the Manatee River.

See attached for further description and project area.

4. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES XX NO ☐
IF YES, PROVIDE THE FOLLOWING: COB will implement the project with contract awards related to engineering, design, and environmental permitting.

TPO NAME:	City of Bradenton	TPO MANAGER:	Jeremy S. Giddens
FEID:	59-6000283	PHONE:	941-932-9350

ADDRESS:	100 10th St West	CITY:	Bradenton
STATE:	FL	ZIP:	34205

IS THE TPO A SUBSIDIARY, BRANCH, ETC. OF ANOTHER ENTITY? YES ☐ NO XX
IF YES, ATTACH PROOF OF AUTHORIZATION TO DIRECTLY REQUEST AND RECEIVE WDP FUNDS.

5. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS, OR LEASES NECESSARY FOR THE PROJECT:

TYPE: N/A	STATUS: N/A
FDEP	Not Started
USACE SPGP VI	Not Started

6. ESTIMATED PROJECT START DATE: 10/01/2026 COMPLETION DATE: 09/30/2027

8. REQUIRED ATTACHMENTS: Attached

   A. VICINITY MAP IF APPLICABLE
   B. SITE DEVELOPMENT PLAN IF APPLICABLE
   C. PERMITS IF APPLICABLE – pending engineering and design, within the scope of this request.

9. WCIND FUNDS REQUESTED: $51,942.50 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATE THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: $103,885 DOLLARS

12. APPLICANT IDENTIFICATION:

LIAISON AGENT: Jeremy S. Giddens

ADDRESS: 100 10th St West

Bradenton, FL 34205

TELEPHONE NO.: 941-932-9350

EMAIL.: Jeremy.Giddens@bradentonpd.com

13. SIGNATURE:

14. DATE: 06/26/2026

BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds[1]	Total
Construction Expenses			
(specify)			
Contractual Services			
(specify)			
Field Investigation	$6,775	$6,775	$13,550.00
Marine Engineering & Drawings	$18,635	$18,635	$37,270.00
Permit Drawings 60%	$14,635	$14,635	$29,270.00
Construction Drawings	$7,557.50	$7,557.50	$15,115.00
Environmental Permitting	$4,340	$4,340	$8,680.00
Materials			
(specify)			
Equipment			
(specify)			
Salaries[2]			

[1] Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

[2] Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.

Other			
(specify)			
GRAND TOTAL	$51,942.50	$51,942.50	$103,885.00

SOURCE(S) OF MATCHING FUNDS: General Revenue Funds or other local funding sources.

Additional Information: Procurement policies will be followed for the services outlined within this proposal.

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

To: Michael Solum, Ecological and Marine Resources Program Manager

From: Jeremy Giddens, Grants & Business Operations Manager, City of Bradenton

Date: June 26, 2026

Re: WCIND FY 2027 Funding Request – Twin Dolphin Marina Main Pier Engineering and Permitting

The City of Bradenton is requesting WCIND funding assistance for the engineering, design, and environmental permitting phase of the Twin Dolphin Marina Main Pier Rehabilitation Project. This request represents the first phase of a multi-phased effort to preserve and rehabilitate critical public waterfront infrastructure at one of the region's most heavily utilized municipal marinas.

Twin Dolphin Marina serves recreational boaters, transient vessels, and local residents while providing direct access to downtown Bradenton, the Riverwalk, Rossi Park, and other waterfront destinations. The marina also supports public safety operations by providing docking access for emergency response vessels operating on the Manatee River.

Recent engineering assessments identified significant deterioration of approximately 600 linear feet of pierhead seawall along the marina's main public pier. Damage associated with age, environmental exposure, and multiple recent storm events has accelerated the need for rehabilitation to ensure the continued safety, functionality, and long-term viability of the facility.

The proposed Phase I project will fund the engineering and permitting activities necessary to advance the rehabilitation effort, including site surveys, engineering design, preparation of construction documents, cost estimating, and environmental permitting. Completion of this phase will position the City to pursue future funding opportunities and proceed with the construction of the identified repairs.

The total Phase I project cost is $103,885. The City of Bradenton is requesting WCIND participation through a 50 percent funding partnership, with the City providing the required local match.

Project Benefits:

- Preserves a critical public boating facility serving recreational and transient boaters.
- Protects existing waterfront infrastructure from further deterioration and more costly future repairs.
- Supports continued public access to downtown Bradenton's waterfront amenities and destinations.
- Maintains infrastructure that supports emergency response operations on the Manatee River.
- Advances a shovel-ready construction project through completion of engineering and permitting requirements.
- Strengthens the long-term sustainability and resiliency of a key public marina asset.

The City of Bradenton appreciates WCIND's continued investment in projects that enhance public boating access and preserve waterfront infrastructure throughout Manatee County. Funding of this initial phase will allow the City to advance a critical rehabilitation project while positioning the marina for future construction improvements that will benefit residents, visitors, and the boating community for years to come.

CUMMINS | CEDERBERG
Coastal & Marine Engineering

June 17, 2026 152301-A1_R1

City of Bradenton
Attn: Mr. Jean Totti
850 13th Avenue E.
Bradenton, FL 34208
Sent via email: Jean.Totti@bradentonFL.gov

RE: Addendum Proposal for Marine Engineering and Permitting Services_REV.1
For the Twin Dolphin Marina located at 1000 1st Ave. W., Bradenton, Florida

---

Dear Mr. Totti:

Pursuant to our recent discussion, Cummins Cederberg, Inc. (Cummins Cederberg) is pleased to present this addendum proposal for our marine engineering and permitting services for the Twin Dolphin Marina located at 1000 1st Ave. W., Bradenton, Florida (Project).

Project Introduction

The subject property includes a 225 wet slip marina on submerged lands leased from the State of Florida. Situated in the middle of the marina, there is an approximately 500 ft long Main Pier consisting of a gravity structure encompassed by cast-in-place seawalls and cap. Cummins Cederberg previously performed an above- and below-water inspection of the Main Pier seawalls, which were rated Poor to Serious. It is our understanding that the City would like to prioritize repair of the approximately 600 LF Pierhead seawalls rated Serious (east, north, and west), as recommended in the inspection report issued by Cummins Cederberg in December 2025 (see **Figure 1**).



Figure 1: Twin Dolphin Marina Main Pier Pierhead Repair Scope

Scope of Services

The following tasks outline the scope of services to be provided by Cummins Cederberg for the Client and are numbered sequentially from our existing contract dated August 8, 2025 (City of Bradenton Contract No. RFP-22-029TWS).

Task 2 – Field Investigations

Task 2.1 Limited Property Boundary and Topographic Survey:

A limited property boundary and topographic survey will be completed for the Project area to serve as the basis for subsequent design and regulatory permitting. The topographic survey would identify the location and elevation of the existing shoreline structures along with other general features of the site pertinent to the Project including approximate Mean High Water Line elevation, existing cap/deck elevations, marginal docks in way of the pierhead, sidewalks, and upland topography in way of the seawalls. Trees and underground utilities are not included in the scope. The data collected in the field will be reduced to the horizontal coordinate system and vertical datum established for the Project.

Deliverables: Limited Property Boundary and Topographic Survey Signed/Sealed by a Florida Registered Professional Surveyor and Mapper.

Fees for Task 2.1 are lump sum (including expenses): **$13,550.00**

Task 3 – Marine Engineering & Construction Drawings

Task 3.1 Marine Engineering Design: Cummins Cederberg will design repairs and replacement details for the approximately 600 LF of Pierhead (east, north, and west) cast-in-place concrete seawall elements. Current recommendations include the repair of cracks and spalls observed in cast-in-place concrete elements rated *Major* to *Severe,* primarily located in and above the splash zone. Due to the advanced state of some observed damages, replacement of some elements ultimately may be necessary. Based upon the previously performed inspection it is anticipated that approximately 30% of the cast-in-place seawall elements may need to be replaced. Note this figure may be exceeded depending on findings during the demolition phase. Typical sections and details will be developed illustrating the design layout and proposed materials. Specifications and details for material characteristics, along with reinforcement details will be developed for various seawall components as part of the design process. Potential modifications to the upland stormwater system, landscaping, or hardscaping improvements beyond the limits of the cast-in-place seawall elements are not included.

Fees for Task 3.1 are lump sum (including expenses): **$37,270.00**

Task 3.2 60% Permit Drawings: Cummins Cederberg will prepare preliminary 60% level drawings, in sufficient detail for submittal to the regulatory agencies for inclusion in environmental permit application packages under Task 4. The plans will be prepared in CAD format wherein the following drawing sheets are anticipated:

- Cover Sheet – Location maps, titles
- Site Plan – Existing conditions, survey
- Demolition Plan view and typical cross-section
- Proposed Plan – Shoreline layout
- Sections and Details – Cross sections for seawall, structural details
- General Notes – Specifications, materials, list of abbreviations

A 60% level opinion of probable cost (Design Development Level) will be prepared for client review. Cummins Cederberg will participate in two (2) virtual conference calls with the Client to review the preliminary drawings and OPC.

Deliverables: 60% Design Drawings (PDF)
Design Development Level Opinion of Probable Cost (PDF)

Fees for Task 3.2 are lump sum (including expenses): **$29,270.00**

Task 3.3 100% Construction Drawings Upon receipt of environmental permits, Cummins Cederberg will advance drawings in sufficient detail for construction. Specifications and details for materials will be refined for project components, as applicable, to support construction. Cummins Cederberg will provide structural calculations for the design. The plans and calculations will be signed and sealed by a Florida registered Professional Engineer. A final opinion of probable cost (Construction Document Level) will also be prepared and shared with the Client for bidding and construction purposes. This task includes one (1) meeting with the Client to review and discuss the final construction drawings and estimated cost. The following drawing sheets are anticipated:

- Cover Sheet – Location maps, titles
- Site Plan – Existing conditions, survey
- Demolition Plan view and typical cross-section
- Proposed Plan – Shoreline layout
- Sections and Details – Cross sections for seawall, structural details
- General Notes – Specifications, materials, list of abbreviations

Deliverables: *Signed/Sealed 100% Construction Drawings (PDF, 11x17 or 22x34)*
Signed/Sealed Structural Calculations (PDF)
Construction Document Level Opinion of Probable Cost (PDF)

Fees for Task 3.3 are lump sum (including expenses): **$15,115.00**

Task 4 –Environmental Permitting

This task assumes that the pierhead seawall elements will be repaired or replaced within the existing structure footprint, with a maximum 18-inch waterward projection of the existing seawall (wet face to wet face), with no new dredging.

Task 4.1 FDEP Exemption Verification Form & Processing: Cummins Cederberg will prepare and process a Statewide Environmental Resource Permit (SWERP) Exemption Verification Form with the Florida Department of Environmental Protection (FDEP), requesting authorization of the proposed pierhead seawall element repairs and replacement pursuant to Chapter 62-330, F.A.C. The U.S. Army Corps of Engineers (USACE) has delegated authority to the FDEP for certain projects pursuant to the State Programmatic General Permit (SPGP). This scope assumes that the FDEP will verify that the Project is consistent with the SPGP and provide Federal authorization. Cummins Cederberg will maintain contact with the FDEP to expedite the permitting process. The Client will provide the FDEP exemption fee in the amount of $100.00 and a signed verification form.

Fees for Task 4.1 are lump sum (including expenses): **$8,680.00**

Conditions/Assumptions

- Client shall notify Cummins Cederberg of any known conditions related to the Project that may affect the scope of services.
- Client shall provide safe access to the Project site as needed by Cummins Cederberg to complete the scope of services.
- Client shall provide any available background information, such as as-built drawings, historical photographs, permits, or other documentation.
- Fees include all reasonable client interaction and correspondence needed to complete the outlined tasks.
- Scope is based on available documents.
- This scope does not include in-person pre-application meetings with the agencies.
- This scope of services does not include review of upland structures, balustrades or railings, utilities, drainage, local building department permits, or any encumbrances of the properties.
- Material testing not included.
- The assessment does not include subsurface explorations, destructive testing (e.g., concrete coring), material testing, utilities, or other infrastructure located upland of the seawall.
- This scope does not include construction administration or grants support services.

Fees

Cummins Cederberg will perform the services as outlined for a Lump Sum of $103,885.00 using negotiated rates as identified in the continuing services contract. Services will be invoiced monthly based on a percentage of work completed within the billing period. A detailed breakdown of the fees is shown in the table below.

Task	Task Description	Senior Director	Senior Project Manager	Project Manager	Project Scientist	Associate Scientist II	Chief Engineer	Senior Engineer	Project Engineer	Associate Engineer II	Senior Designer	Sub Consultants	Expenses	Total Hours	Total Cost
	Labor Rates	$ 260	$ 220	$ 190	$ 155	$ 140	$ 250	$ 220	$ 180	$ 160	$ 145				
2	Field Investigations														
2.1	Limited Property Boundary and Topographic Survey							2		2	2	$12,500.00		6	$13,550.00
3	Marine Engineering & Construction Drawings														
3.1	Marine Engineering Design						16	60	98		16		$100.00	190	$37,270.00
3.2	60% Permit Drawings	5	3			2	10	26	61		54			161	$29,270.00
3.3	100% Construction Drawings	4					4	18	31		24		$50.00	81	$15,115.00
4	Env Permitting														
4.1	FDEP Exemption Verification Form & Processing		6	10	24			2	4		4			50	$8,680.00
	Total hours	9	9	10	24	2	30	108	194	2	100	$12,500.00	$150.00	488	$103,885.00

General

We appreciate the opportunity to prepare a proposal for our marine engineering and grant assistance services and look forward to working together. This proposal is valid for 60 days and was prepared based on the information provided by the Client to date. If you wish us to provide the services detailed above, please sign this agreement, which includes the Cummins Cederberg's General Terms & Conditions attached herein, and return a signed copy to which will serve as our Authorization to Proceed. Should you have any questions or require additional information, please do not hesitate to contact me at 727.380.1644 or gparker@cumminscederberg.com.

Sincerely,
CUMMINS CEDERBERG, INC.

Geoff M. Parker P.E.
Senior Engineer

Florida Professional Engineering No. 74043

Read and Accepted by **Client:**

By:_____

Name:_____

Title:_____

Date:_____

Enclosures:
Certificate of Insurance
Executed Continuing Services Contract dtd. March 22, 2023

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure South Insurance Services, LLC 1317 Citizens Blvd Leesburg FL 34748 License#: L122365	CONTACT NAME: Shelia Robertson PHONE (A/C, No, Ext): 800-845-8437 FAX (A/C, No): E-MAIL ADDRESS: SRobertson@acrisure.com
INSURED Cummins Cederberg Inc 201 Alhambra Circle, Suite 601 Coral Gables FL 33134 CUMMCED-01	INSURER A: The Charter Oak Fire Insurance Company — NAIC # 25615 INSURER B: St. Paul Protective Insurance Company — 19224 INSURER C: Benchmark Insurance Company — 41394 INSURER D: Pacific Insurance Company, Limited — 10046 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2059631896 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			660-A0909919-COF-25	9/26/2025	9/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAA0917213	9/26/2025	9/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP Basic	$ 1,000,000 $ $ $ $ $10,000
	[ ] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			99 WC-00003062-01	9/26/2025	9/26/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			21 OH 0464456-25	9/26/2025	9/26/2026	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

~Evidence of Insurance
c/o Cummins Cederberg, Inc.
201 Alhambra Circle, Suite 601
Coral Gables FL 33134
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jimmy Irwin

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Marine-Coastal Engineering Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this 22nd day of March 2023 between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Cummings Cederberg (herein after referred to as "CONSULTANT"), with a principal office located at 735 Arlington Ave. N. Suite 601, St. Petersburg, FL 33701.

WHEREAS, the CITY desires to obtain Marine-Coastal Engineering Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications.** Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services.**

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

   5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

   a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

   b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

   5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate** **$1,000,000**
- **Personal and Advertising Injury** **$500,000**
- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

8.0 **E-verify.** Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. CONSULTANT hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. CONSULTANT further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Contract. CONSULTANT hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Contract. If CONSULTANT has a contract terminated by a public employer for any such violation during the term of this Contract, it shall provide immediate notice thereof to the CITY. CONSULTANT shall be required to complete an E-Verify Affidavit attesting to compliance with Section 448.09, Florida Statutes.

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

12.0 **Public Records**. To the extent applicable, CONSULTANT shall comply with the requirements of Florida's Public Records laws, specifically including the following:

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

12.5 CONSULTANT acknowledges that all information relating to the Contract are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this 22nd day of March, 2023.

CONSULTANT

Cummings Cederberg

735 Arlington Ave. N., Suite 601

St. Petersburg, Florida 33701

By: _____

Jannek Cederberg

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By: _____

Gene Brown

Mayor, City of Bradenton

Witness for CONSULTANT:

By: _____

Patricia Fernandez

Witness for CITY:

By: _____

Tamara Melton

City Clerk

Approved as to Form:

By: _____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.9 MARINE-COASTAL ENGINEERING SERIVCES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional marine-coastal engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Coastal engineering analysis

b) Marine/Coastal structure permitting

c) Marine/coastal structures inspection and evaluation

d) Shoreline protection/mitigation planning and design

e) Commercial pier and dock planning and design

f) Marina planning and design

g) Boardwalk planning and design

h) Local, State, and Federal Dredge Design and Permitting

i) Beach Nourishment Permitting and Monitoring

j) Dredge Materials Disposal and Consulting Services

k) Coastal Construction Contract Administration

l) Shorefront Protection Design, including seawalls, bulkheads, and soft solutions

m) Value engineering

Exhibit B - Key Personnel

Cummins Cederberg Key Personnel

Name	Title
Jannek Cederberg	Principal, President
Jason Cummins	Principal, Vice President
Jenna Phillips	Director, Office Lead/Sr. Coastal Engineer
Jason Taylor	Chief Engineer, Marine Structures
Geoff Parker	Sr. Engineer, Marine Structures
Jordon Cheifet	Director/Sr. Engineer, Coastal
Rasheed Muslimani	Sr. Engineer/Lead Construction Inspector
Jon Cunningham	Sr. Engineer, Marine Structures
Leonard Barrera	Sr. Engineer, Coastal & Modeling
Edwin Rajeev	Project Engineer, Coastal & Modeling
Ken Chang	Project Engineer, Dredging & Marine Structures
Marie Guyer	Project Engineer, Marine Structures
Ryan Winslow	Associate Engineer II, Coastal & Marine Structures
Colton Manning	Associate Engineer II, Coastal & Marine Structures
Stephen Orsay	Associate Engineer II, Coastal & Marine Structures
Grace Dentel	Associate Engineer I, Coastal
Gary Krystyniak	Senior Designer
Sergio Villatoro	Senior Designer
Brent Gore	Senior Geospatial and GIS Analyst
Danielle Irwin	Sr. Director
Rebecah Delp	Project Environmental Scientist
Gina Chiello	Sr. Director and Chief Environmental Lead
Christie Hurley	Senior Scientist
Natalie Bryce	Project Scientist
Tara Schwartz	Associate Scientist I
William Lorentzen	Associate Scientist II, Professional Geologist

Exhibit C - Standard Hourly Rates

Cummins Cederberg Hourly Rate Schedule

TITLE	RATE
Principal	$300.00
Senior Director	$260.00
Project Director	$240.00
Senior Project Manager	$220.00
Project Manager	$190.00
Chief Scientist	$220.00
Senior Scientist	$190.00
Project Scientist	$155.00
Associate Scientist II	$140.00
Associate Scientist I	$115.00
Chief Engineer	$250.00
Senior Engineer	$220.00
Project Engineer	$180.00
Associate Engineer II	$160.00
Associate Engineer I	$140.00
Senior Designer	$145.00
Designer	$120.00
Senior GIS Analyst	$160.00
GIS Analyst	$120.00
Technician	$85.00
Clerical	$75.00

VERN BUCHANAN
DISTRICT 16, FLORIDA

FLORIDA DELEGATION
CO-CHAIR

COMMITTEE ON WAYS AND MEANS
TAX-WRITING COMMITTEE
SUBCOMMITTEES:
HEALTH
CHAIRMAN
TRADE

Congress of the United States

House of Representatives

Washington, DC 20515-0916

January 30, 2026

Dear Grant Review Committee,

I am writing to express my strong support for fair consideration of the City of Bradenton's application for funding through the WCIND Grant Program to assist with critical pier and seawall repair projects. Bradenton's waterfront infrastructure plays a vital role in the community's economic vitality, environmental resilience, and public safety. The city's piers and seawalls support tourism, local businesses, recreational access, and essential coastal protection. Continued deterioration of these structures threatens not only public access but also increases vulnerability to storm surge, erosion, and future extreme weather events.

Investment through the WCIND Grant Program would enable the City of Bradenton to make much-needed repairs that will enhance safety, preserve public assets, and strengthen the long-term resilience of the waterfront. These improvements will benefit residents, visitors, and the regional economy while helping safeguard coastal infrastructure for generations to come.

The City of Bradenton has demonstrated a strong commitment to responsible planning, environmental stewardship, and fiscal accountability. I am confident that this project aligns well with the WCIND program's goals and represents a sound investment of public resources.

I strongly encourage your fair consideration of the City of Bradenton's request for WCIND grant funding.

Sincerely,

Vern Buchanan
Member of Congress

2409 Rayburn House Office Building
Washington, DC 20515
(202) 225-5015
FAX: (202) 226-0828

8433 Enterprise Circle
Suite 210
Bradenton, FL 34202
(941) 951-6643

510 Vonderburg Drive
Suite 303
Brandon, FL 33511
(941) 747-9081

www.buchanan.house.gov