

**AGREEMENT BETWEEN THE CITY OF BRADENTON AND MANATEE
COUNTY FOR PALMA SOLA BOAT RAMP FUNDING**

This Agreement is entered into between Manatee County a Political subdivision of the State of Florida whose mailing address is P.O. Box 1000, Bradenton Florida 34206 (hereinafter referred to as "County"), and the City of Bradenton, Florida whose mailing address is 101 12th Street West, Bradenton, Florida 34205 (hereinafter referred to as "City").

WHEREAS, Manatee County is the principal construction and maintenance agency for boat ramps in Manatee County, and receives funding from boater registration fees, which may be used for boat ramp construction.

WHEREAS, City has prepared a conceptual site plan and has State and Federal Permits to construct the Palma Sola Boat Ramp (hereinafter referred to as "Project"), located on the southwest side of the Palma Sola Causeway.

WHEREAS, City has offered Manatee County the benefits and use of these preliminary efforts to complete construction of the Project.

NOW THEREFORE, in consideration of the mutual covenants contained herein, County and City hereby agree as follows:

1. City agrees to complete the Project, consisting of a 15' X 60' concrete boat ramp and 7'7" X 60' boat dock (as specified in Attachment A from Seaway Marine Contractors, Inc. dated 10/23/07, hereinafter referred to as "Seaway Agreement"), and parking lot to be constructed in substantial conformance with the conceptual site plan (Attachment B), as prepared by the City which shall be completed on or before December 31, 2008. The parking lot shall consist of approximately 11 trailer parking spaces, 4 passenger vehicle parking spaces, drive aisles, bollards to define parking areas, stabilized ingress/egress from S.R. 64 to the parking lot in conformance with Florida Department of Transportation requirements, and a surface stabilized with shell or other mutually approved material. The City further agrees to remove the existing boat ramp, located on the northeast side of the Palma Sola Causeway.
2. County agrees to provide up to \$70,565.00 (\$64,150 plus ten percent for unforeseen costs covered through change orders, to be first approved by County Administrator or his designee) in funds for the construction of the concrete boat ramp and boat dock, including options 1, 2 and 3, as specified in the Seaway Agreement. Each payment shall be due and payable within thirty (30) days after submission of all documentation related to expenses incurred and paid. The County will pay actual costs incurred in completing portions of the project covered in the Seaway Agreement for a total funding contribution not to exceed \$70,565.00.
3. City agrees to routinely maintain parking lot and to empty trash on a daily or "as needed" basis. County agrees to maintain/refurbish the concrete boat ramp and boat dock. County and City recognize that the performance by either party is contingent upon funds budgeted and appropriated for these purposes.

4. Each party assumes full responsibility for the performance of such party's obligations and the acts, errors and omissions of its officers, employee's agents, and contractors.
5. The following parties or their respective predecessors are responsible for implementing this Agreement.

City of Bradenton
 John, Cumming, P.E.
 Director of Public Works
 1411 9th Street West
 Bradenton, FL 34221

Manatee County Government
 Charlie Hunsicker
 Director of Conservation Lands Management Department
 P.O. Box 1000
 Bradenton, FL 34206-1000

6. Upon completion of construction, approval of construction by county (which approval will not be unreasonably withheld) and provided County has been able to obtain a lease or license from the State of Florida providing for access to the improvements and a right to maintain the improvements, the City shall deliver a bill of sale to the County transferring all of the City's interest in the improvements shown on Exhibit A to the County (the dock and ramp only) and County agrees to accept the improvements. County shall diligently pursue getting the License or Lease from the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the date of the year written below.

MANATEE COUNTY by and through its
 Board of County Commissioners

By: *Jane W. von Holman*
 Print Name: Jane W. von Holman
 Title: Chairman
 Date: February 12, 2008

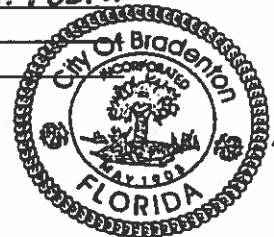


ATTEST: R.B. SHORE

By: *R.B. Shore*
 Deputy Clerk of Circuit Court

CITY OF BRADENTON, FLORIDA

By: *Wayne H. Poston*
 Print Name: WAYNE H. POSTON
 Title: Mayor
 Date: _____



ATTACHMENT A



8165 46th Avenue North, St. Petersburg, FL 33709 (727)547-8338 Fax (727)546-1590 Email: Info@SeawaySeawalls.com www.SeawaySeawalls.com

LETTER OF TRANSMITTAL

To: Ingrid McClellan
Executive Director
Keep Manatee Beautiful
P.O. Box 14426
Bradenton, FL. 34280

Date: 10/23/07
 Attention: Ingrid McClellan
 RE: Palma Sola Causeway Boat
Ramp

WE ARE SENDING YOU.

- Attached Under separate cover via _____ the following items:
- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order Contractor Agreement

Copies	Date	No.	DESCRIPTION
1	10/23/07	3 pages	Contractor Agreement
1	9/10/07	1 page	Drawing No. 910071, Prestress Ramp Plank Details.
1	9/10/07	1 page	Drawing No. 910072, Profile Detail View.
1	9/10/07	1 page	Drawing No. 910073, Profile View.
1	9/10/07	1 page	Drawing No. 910074, Space-Lay Wire Rope Specifications.
1	10/22/07	1 page	Drawing No. 1022071, Dock Plan View.
1	10/22/07	1 page	Drawing No. 1022072, Dock Profile View.

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ PRINTS RETURNED AFTER LOAN TO US

Remarks :

RECEIVED

NOV 02 2007

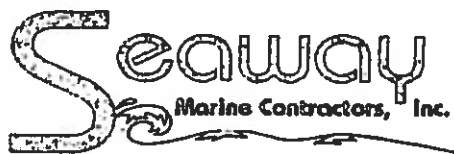
CONS-LAND-MGMT
 MANATEE COUNTY

Copy To : _____

SIGNED: _____

Joe Place

 Joe Place



8165 46th Avenue North, St. Petersburg, FL 33709 (727)547-8338 Fax (727)546-1590 Email: Info@SeawaySeawalls.com www.SeawaySeawalls.com

CONTRACTOR AGREEMENT

This Agreement made the ____ day of October, 2007 by and between Seaway Marine Contractors, Inc., hereinafter called the Contractor and The City of Bradenton Department of Public works, hereinafter called the Owner.

Witnesseth, that the Contractor and the Owner for the considerations named, agree as follows:

Article 1. Scope of the Work

The contractor shall furnish all necessary material, labor and equipment to construct one 15ft. x 60ft. concrete boat ramp and one 8ft. x 70ft. timber dock. All work to be performed in accordance with the contractor's approved shop drawings and all permits (entitled Exhibit A). The owner is responsible for obtaining all required state and federal permits.

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced after the contractor has received the signed agreement and all required permits. The work shall be substantially completed within ninety days thereafter.

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed as follows:

1. Construct one 15ft. x 60ft. concrete boat ramp	\$40,000.00
2. Construct one 8ft. x 70ft. timber dock	<u>14,950.00</u>
Anticipated Total: Fifty Four Thousand and Nine Hundred Fifty Dollars.	\$54,950.00

Subject to additions and deductions pursuant to authorized change orders.
Unit priced items to be paid per actual units installed or constructed.

Options

1. Use 5/4" x 6" IPE Brazilian Hardwood in lieu of 2" x 6" pressured treated lumber for the decking on the timber dock at an additional cost of: \$4,100.00.
2. Install vinyl bumper guard on all dock pilings at an additional cost of: \$1,500.00.
3. Construct a 8" x 15' x 18' concrete apron at the top of the boat ramp at an additional cost of: \$3,600.00.

Article 4. Payment Agreement

Monthly progress based upon work completed and materials on site. At such time as all Work is Complete, the Contractor shall submit the final pay request. The Owner shall pay the Contractor in full within 30 days subject to the Owners approval and final inspection of the work.

Article 5. General Provisions

1. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Contractor or a Subcontractor. Insurance certificates will be submitted at least 10 days prior to the start of work.
2. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor agrees to remove all debris and leave the premises in broom clean condition.
5. Sales tax on all material is included in the contract price.
6. Contractor warrants all workmanship for a period of one (1) year following completion.
7. All change orders shall be in writing and signed by both Owner and Contractor.
8. Contractor shall not be liable for any delay due to circumstances beyond his control including strikes, casualty or general unavailability of materials.
9. The Owner agrees to establish an elevation benchmark and both top corner locations of the ramp.
10. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided before final payment.

Article 7. Exhibit A Includes the following:

1. Notice to Proceed.
2. Contractor's drawing numbers 910071, 910072, 910073, 910074, 1022071 and 1022072.
3. Department of Environmental Protection Regulatory Review exemption approval dated August 18th, 2005.
4. Proprietary Review letter of approval dated April 6th, 2007
5. Permit from Army Corps of Engineers dated May 15th, 2007

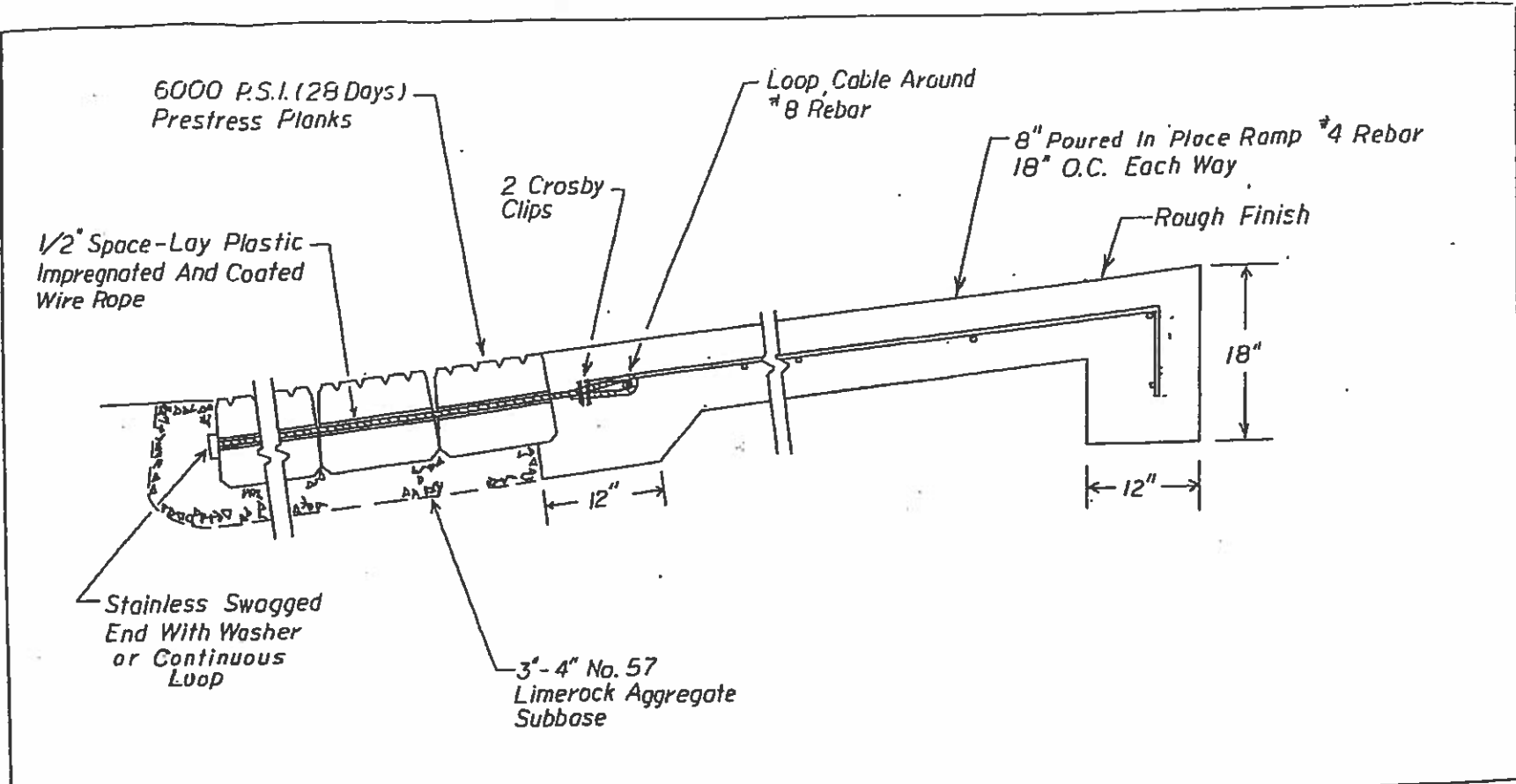
Signed this _____ day of _____, 2007 in the presence of:

Attest

By _____
Mr. Joe Place, Vice President
Seaway Marine Contractors, Inc.

Attest

By _____
Wayne H. Poston , Mayor
City of Bradenton, Florida



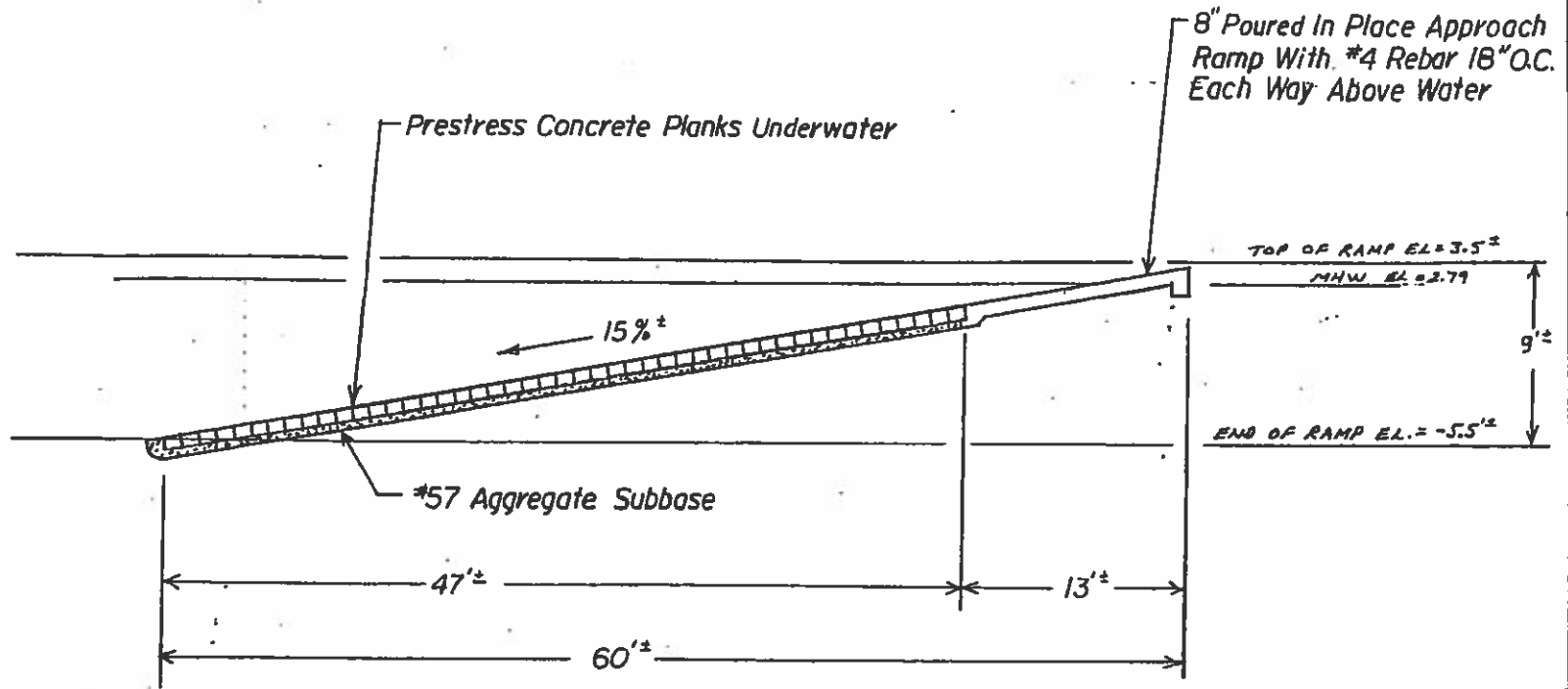
CITY OF BRADENTON
 PUBLIC WORKS DEPARTMENT
 1411 9th STREET WEST
 BRADENTON, FL. 34205

PROFILE DETAIL VIEW
 PALMA SOLA BOAT RAMP

Seaway Marine Contractors, Inc.
 8165 48th Avenue North • St. Petersburg, FL 33709
 (813) 547-3338

N.T.S.

DRAWING NO.
 910072



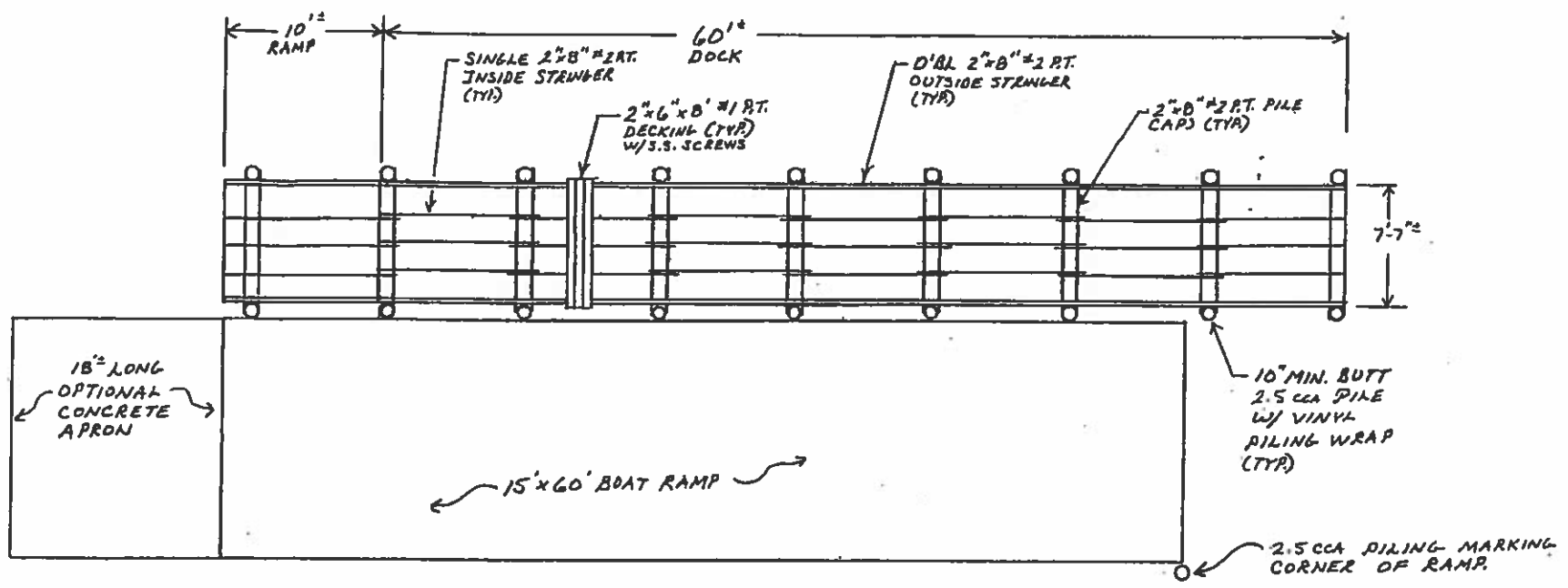
CITY OF BRADENTON
 PUBLIC WORKS DEPARTMENT
 1411 9th STREET WEST
 BRADENTON, FL. 34205

Profile View
 PALMA SOLA BOAT RAMP

Seaway Marine Contractors, Inc.
 8185 48th Avenue North • St. Petersburg, FL. 33709
 (727) 547-8338

SCALE:
 1/8" = 1'

DRAWING NO.
 910073



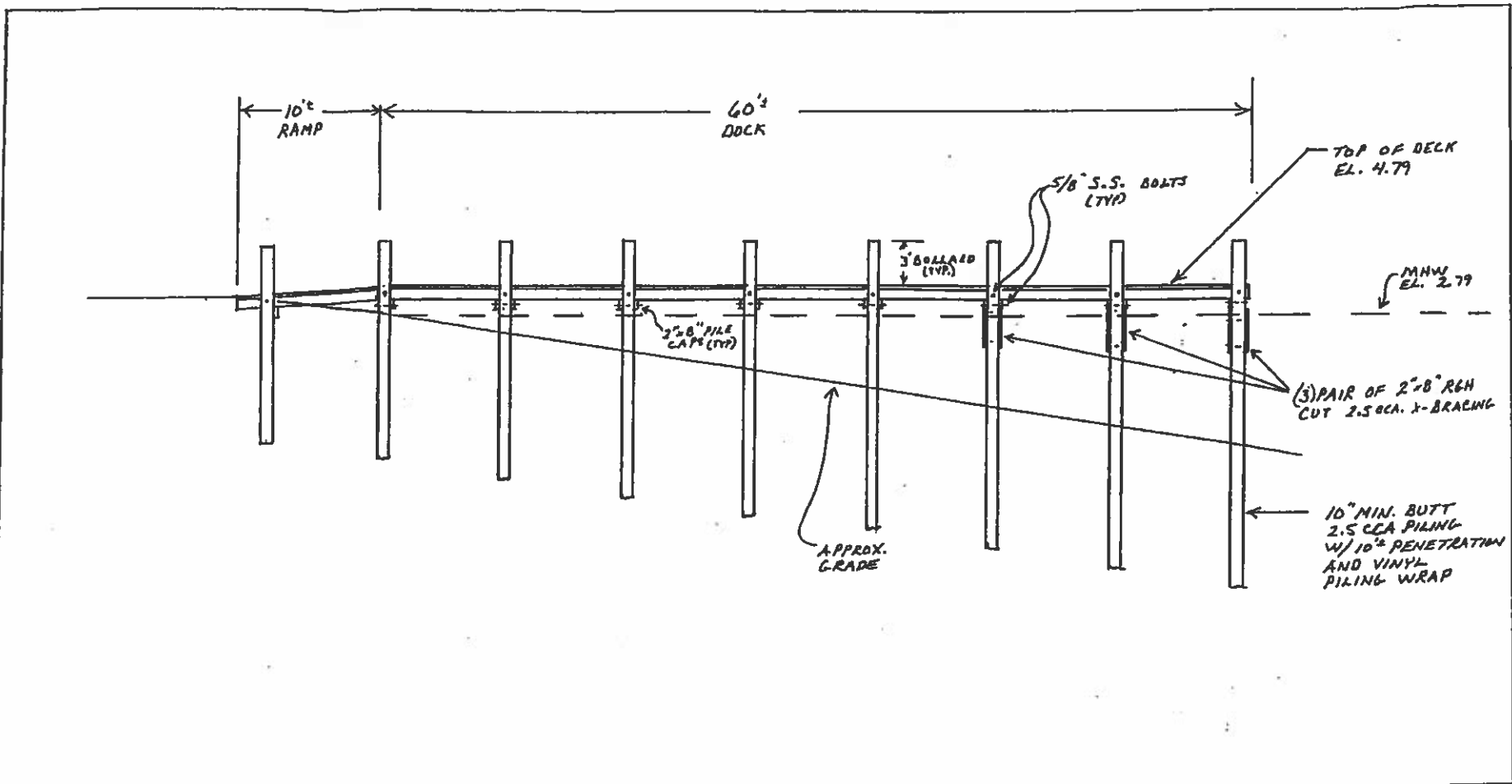
CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST
BRADENTON, FL. 34205

PALMA SOLA BOAT RAMP DOCK DETAILS.
PLAN VIEW

Seaway Marine Contractors, Inc.
8165 46th Avenue North • St. Petersburg, FL 33709
(727) 547-8338

SCALE
1/8" = 1'

DRAWING NO.
1022071



CITY OF BRADENTON
 PUBLIC WORKS DEPARTMENT
 1411 9th STREET WEST
 BRADENTON, FL, 34205

PALMA SOLA BOAT RAMP DOCK DETAILS
 PROFILE VIEW

Seaway Marine Contractors, Inc
 8185 48th Avenue North • St. Petersburg, FL 33709
 (727) 547-8338

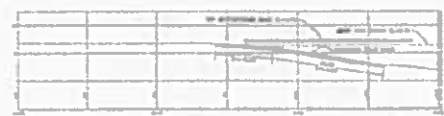
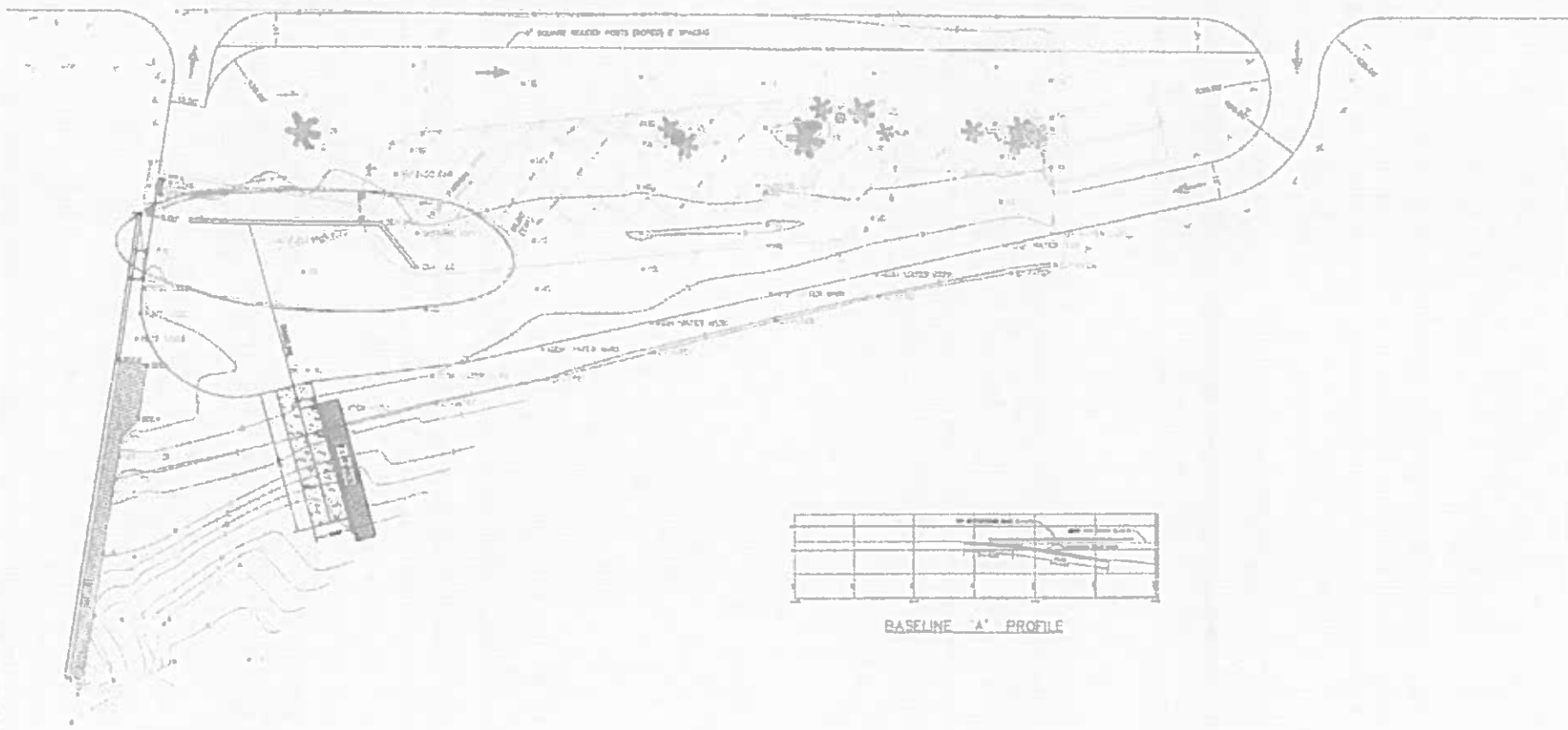
SCALE:
 1/8" = 1'

DRAWING NO.
 1022072

ATTACHMENT B



S.R. 64 (MANATEE AVENUE WEST)



BASELINE 'A' PROFILE

BENCH MARK NUMBER 186
3" DECK ON R/LC CORNER OF BRIDGE ON
CURB PALMA SOLA BAY & SR 64 WEST
ELEV. = 18.48



CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1111 9th STREET WEST - BRADENTON, FLORIDA 34205 (813) 759-4300

PROPOSED SINGLE BOAT RAMP and DOCK
Palma Sola Causeway - Palma Sola Bay

MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

SUBJECT	Agreement Between Manatee County and the City of Bradenton for Palma Sola Boat Ramp Funding	TYPE AGENDA ITEM	Regular
DATE REQUESTED	02/12/08	DATE SUBMITTED/REVISED	02/06/08
BRIEFINGS? Who?	None	CONSEQUENCES IF DEFERRED	Construction of the ramp may be delayed until November, 2008
DEPARTMENT/DIVISION	Conservation Lands Management	AUTHORIZED BY TITLE	Charlie Hunsicker, Director <i>Charlie Hunsicker</i>
CONTACT PERSON TELEPHONE/EXTENSION	Charlie Hunsicker, ext. 4601	PRESENTER/TITLE TELEPHONE/EXTENSION	Charlie Hunsicker, ext. 4601
ADMINISTRATIVE APPROVAL		<i>[Signature]</i>	

- ACTION DESIRED**
INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED
1. Discussion of the proposed Agreement between the County and City of Bradenton for the construction and long-term maintenance of the facility.
 2. Approval of the Agreement Between Manatee County and the City of Bradenton for Palma Sola Boat Ramp Funding

ENABLING/REGULATING AUTHORITY
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

Ch. 125.01, F.S., Powers and Duties of County Commissions

APPROVED IN OPEN SESSION
FEB 12 2008

BACKGROUND/DISCUSSION

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

In 2000, the Palma Sola Scenic Highway Corridor Advocacy Group (later in August of 2004 to become the Palma Sola Scenic Highway Corridor Management Entity) was formed. One of the goals and objectives of the Group was to provide access to the beaches along the Palma Sola Causeway via several modes of transportation. A Corridor Management Plan, including the proposed boat ramp facility, was subsequently approved by Manatee County, the City of Bradenton, and the Florida Department of Transportation in March of 2003.

During 2004, the City of Bradenton applied for and received a West Coast Inland Navigation District (WCIND) Grant for \$25,000 to construct the boat ramp facility. Because of a Federal moratorium on new dock/marina construction, resulting from a lawsuit between "Save the Manatee" and the Army Corps of Engineers (ACOE), the ACOE Permit required to construct the facility could not be obtained until the County and State marked manatee protection regulatory zones, established by County Ordinance and State Rule. Sign installation was completed the Spring of 2007, and the ACOE Permit was issued on May 15, 2007.

Due to staffing changes, the City opted not to proceed with the boat ramp project, and wrote a letter to the County, indicating that they would not be using the WCIND Grant, which was set to expire on September 30, 2007. Although the WCIND grant has since expired, the funds associated with that grant have been set aside, and are available for future Manatee County navigational projects.

Since last summer, the City and County have been discussing a partnership for the construction and long-term maintenance of the proposed Palma Sola Boat Ramp. The methodology selected for ramp construction is contingent upon low winter tides. The last opportunity for construction of this facility will occur in early to mid March, 2008. If the window of opportunity is missed, construction will be delayed until late Fall 2008, when low winter tides once again return.

The draft agreement (attached) provides the City of Bradenton with the necessary funding to construct the boat ramp and launching pier and provides for long-term maintenance of the boat ramp and launching pier by Manatee County, and parking lot by the City of Bradenton.

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED? Indicate "NO" or "YES" at right. If "NO", proceed to #1 below; and if "YES" proceed to #2 below.		Yes
1) IF "NO" TO ABOVE, A) PLEASE EXPLAIN BELOW: (see also following section 1B) re: contract, agreement, lease, etc.		
B) IF A CONTRACT, AGREEMENT, LEASE OR OTHER DOCUMENT WAS PREVIOUSLY APPROVED, STATE YEAR OF LAST USE AT RIGHT.		
2) IF "YES" TO FIRST QUESTION IN THIS SECTION, A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION, WHICH PORTION?		
B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED? IF NOT, PLEASE EXPLAIN. A COPY OF FINAL COUNTY ATTORNEY MEMO RE THIS MATTER MUST BE ATTACHED. (If comments were verbal, so indicate INCLUDING name of reviewing attorney.)		
ATTACHMENTS:	(List in order as attached)	INSTRUCTIONS TO BOARD RECORDS:
<ul style="list-style-type: none"> • Draft Agreement Between Manatee County and the City of Bradenton for Palma Sola Boat Ramp Funding • Palma Sola Boat Ramp Conceptual Site Plan • Landcape Plan for Palma Sola Causeway (to be planted through Palma Sola Scenic Highway Committee) • Excerpts from the Palma Sola Scenic Highway "Corridor Vision" 		Please contact Bill O'Shea at X4613, after agreement has been signed by the Chairman and is ready for pick up.
COST:	\$70,000.00	SOURCE (ACCT # & NAME): FBIP Account #1480002801
COMMENTS:	none	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT) \$15,000 every 5 years for dock refurbishment