BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 4-16-03 **Division:** Growth Management

Bulk Item: Yes ☒ No ☐ **Department:** Marine Resources

AGENDA ITEM WORDING: Approval of the Contract Agreement between Monroe County and Spirit Marine Towing & Assistance for the removal of DV3A3737 located off of Horseshoe Key,

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ITEM BACKGROUND: This derelict vessel is a heavy 37'sunken sailboat that is posing a hazard to navigation by being unlit. Two quotes received, Blue Water Marine Services-$23,456.78, and Spirit Marine Towing & Assistance-$9,000.00.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS Approval

TOTAL COST: $9,000.00 **BUDGETED:** Yes ☒ No ☐

COST TO COUNTY: Staff Time Only **FUNDING SOURCE:** BIF($6,663.97) & F.W.C.C. DV Grant (2,336.03)

REVENUE PRODUCING: Yes ☐ No ☒ **AMOUNT PER:** MO $_____ YR $

APPROVED BY: COUNTY ATTY☒ OMB/PURCHASING☒ RISK MANAGEMENT☒

DIVISION DIRECTOR APPROVAL: _____
Timothy J. McGarry, AICP

DOCUMENTATION: INCLUDED ☒ TO FOLLOW ☐ NOT REQUIRED ☐

DISPOSITION: _____ **AGENDA ITEM #:** 27

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Spirit Marine Towing & Assistance

Contract #

Effective Date:

Expiration Date: May 16, 2003

Contract Purpose/Description: Removal of DV3A5737, located off of Horseshoe Key.

Contract Manager: Kim McGee (Name) 4511 (Ext.) Marine Resources (Department/Stop #) Marine Projects Section #9

For BOCC meeting on 4-16-03 Agenda Deadline: 4-2-03

CONTRACT COSTS

Total Dollar Value of Contract: $ 9,000 Current Year Portion: $ 9,000

Projected? Yes [X] No [ ] Account Codes: 157 - 62601 530-340 - $6,663.97

125 - 62512 530-490 CB0212-530340 $2,336.03

Costs: $ 2,336.03

County Match: $ BIF-Balance

ADDITIONAL COSTS

Projected Ongoing Costs: $ N/A /yr For: (eg. maintenance, utilities, janitorial, salaries, etc.)

(included in dollar value above)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	4/10/03	Yes [ ] No [✓]	[signature]	4/10/03
Risk Management	4/9/03	Yes [ ] No [✓]	[signature]	4/9/03
O.M.B./Purchasing	4/9/03	Yes [ ] No [✓]	[signature]	4/10/03
County Attorney	4-9-03	Yes [ ] No [X]	[signature]	4-9-03

Comments:

Revised 2/27/01 MCP #2

Blue Water Marine Services, Inc.

d/b/a

TowBOAT/U.S. South Dade

P.O. BOX 901716
Homestead, Florida 33090-1716
Phone (305) 230-0030
Fax (305) 230-3090

QUOTATION

March 19, 2003

TO: Monroe County Marine Projects
From: Blue Water Marine Services, Inc.

SUBJ: Removal of DV-3737

The following quotation is for the removal of DV-3737 located in Big Pine Key. DV-3737 can be removed for the sum of $23,456.78. Blue Water Marine Services, Inc. understands it is responsible for all disposal costs.

Respectfully Submitted,

Capt. William Hicks
Blue Water Marine Services, Inc.

24 Hr.
Service

SPIRIT
MARINE TOWING & ASSISTANCE

Our Experience will save you Time and Money

VHF
Ch. 16

March 20, 2003

Kim McGee
Marine Projects Coordinator

At fax # 295-3917

PROPOSAL

Spirit marine proposes to do the following work: Remove and properly dispose of the derelict vessel "Dawn" located in shallow water north of Horseshoe Key. Vessel is also described as DV # 3737.

COST: $9,000.00

DUKE PONTIN • P.O. Box 244 • Big Pine Key, Florida 33043
(305) 872-2752

CONTRACT AGREEMENT

AGREEMENT, MADE THIS _____day of_____2002, by and between, **Spirit Marine Towing & Assistance** ("Contractor"), and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, of the County of Monroe, State of Florida ("Board").

The Contractor and the Board, for the consideration named agree as follows:

1. The Contractor shall furnish all the materials and perform all the work as required by the Specifications for the emergency of DV3A3737 for which a Florida Fish and Wildlife Conservation Commission Derelict Vessel Report is attached as Exhibit A.

2. The work to be performed under this contract must be completed by May 16, 2003.

3. The Contractor understands the rules of the Florida Fish and Wildlife Conservation Commission-Division of Law Enforcement and shall comply with those rules, along with the rules and procedures instituted by the Board to ensure an orderly progress to the project. Both the intent and the requirements of the Specifications, attached as Exhibit B, are understood by the Contractor.

4. The Board shall pay the Contractor $ 9,000.00 for the removal and legal disposal of DV3A3737. Payment will be upon completion of work by the Contractor and review and approval by the Marine Projects Coordinator.

5. The attached Derelict Vessel Reports, Specifications, and the Monroe County Insurance Requirements together with this Agreement, form the Contract. They are fully a part of this Contract as if repeated herein verbatim.

6. The Contractor covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury and property damage (including property owned by the County) and other losses,

damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor (s) in any tier, their employees or agents. The purchase of the insurance required in paragraph 11 does not vitiate this indemnification provision.

7. The Contractor agrees to supply the County with a set of photographs of each vessel in all phases of the removal and disposal process. The Contractor will be responsible for the camera, film, and development costs.

8. The Contractor must inform the County and the Florida Marine Patrol prior to initiation of work.

9. The parties agree that a timely performance of this agreement is essential due to possible damage to the natural resources, hazards to navigation, or threats to human health and welfare. Therefore, the parties agree that the Contractor shall be liable to the Board for $100 per day of liquidated damages for each day after 5-16-03 that the Contractor's obligations under this agreement remain unperformed. The parties agree that such amount is by the way of compensatory damages and does not constitute a penalty.

10. Due to the use of heavy equipment and, at times, dangerous work environment, the Contractor understands and agrees to maintain an alcohol an drug free work environment.

11. The Contractor will be responsible for all necessary insurance coverage as indicated by an "X" on the attached forms identified as INSCKLST 1-4, as further detailed on forms VL1, WC1, WCJA, GL1, WL1, & POL1 attached as Exhibit C. All policies must list Monroe County as additional insured with the exception of the Worker's Compensation policy.

12. The Contractor warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the owner may, in its discretion, terminate this

contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

13. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF each party hereto have executed this Agreement the day and year first written above.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

By:_____
Deputy Clerk

Witness: K. McGee

Witness: [signature]

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

Business Name: SPIRIT MARINE

By: John Caffin

Title: MANAGER

EXHIBIT A

DERELICT OR ABANDONED VESSEL REPORT

DV# 3737 or AV# _____

INCIDENT # 02-SE-44- 15585 D

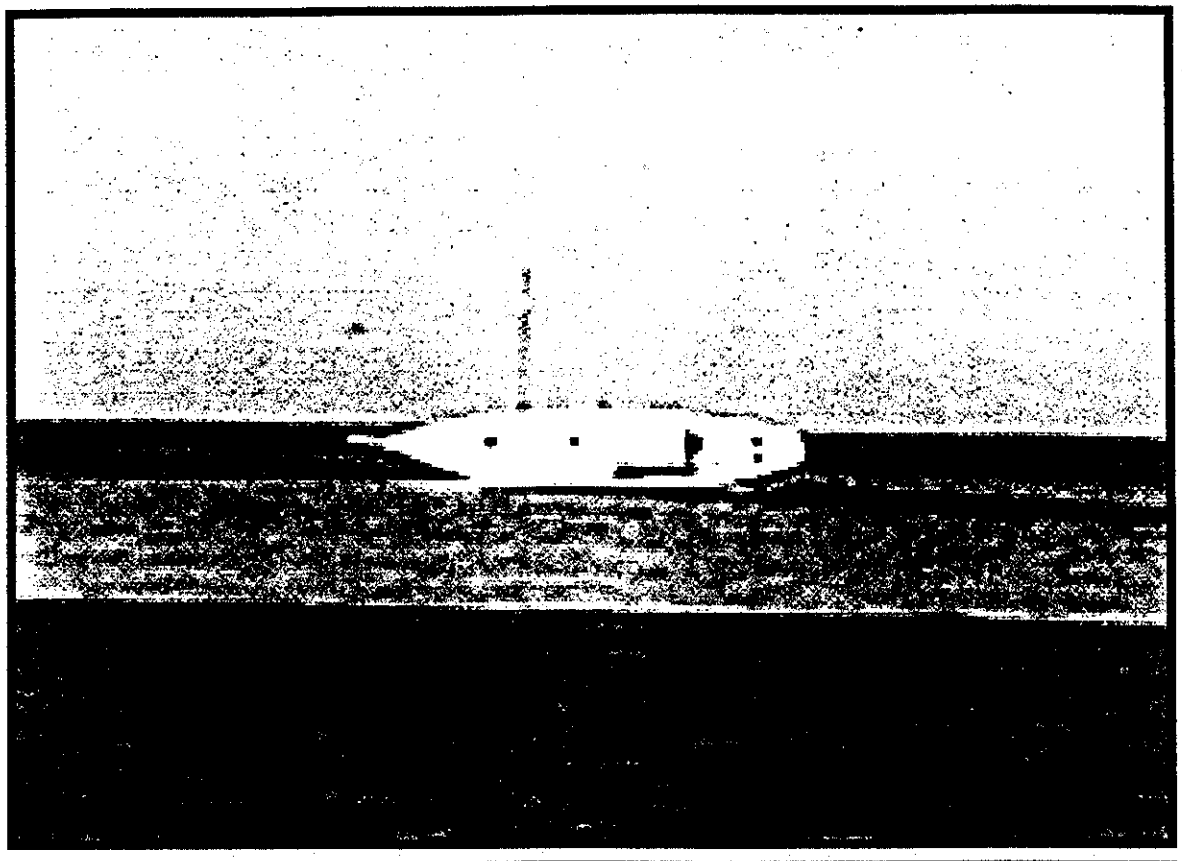
REG/DOC# FL9490 BU LENGTH 37 FT. MAKE TANCOCK TYPE SAILING
CURRENTLY REGISTERED? YES__ NO✓ LAST REGISTERED DATE 9.11.01 STATE FL
H.I.N. 259557 (1947) ALIEN? NO✓ YES__ WHAT COUNTRY? USA
HULL MATERIAL: WOOD✓ F/G__ METAL (SPECIFY)_____ RUBBER__ OTHER (SPECIFY)_____
COLOR WHITE MOTOR ATTACHED? NO__ YES__ O/B__ I/O__ IN? HOW MANY? UNK
ANY NAME, WORD, DISPLAY OR OTHER IDENTIFIERS? UNK
CUSTODIAN OR OWNER BOBBY C. BOND DATE OF BIRTH_____
ADDRESS 223 WEST POPLAR CITY/STATE/ZIP CHARLESTON, S.C. 29403
DRIVER'S LICENSE#_____ S/S#_____ OTHER ID_____
VESSEL'S PHYSICAL LOCATION ½ MILE NORTH OF HORSE KEYS, FLORIDA BAY MARKER_____
NEAREST LANDMARK HORSESHOE KEY LAT/LONG N 24°47.289 W 81°19.438
DERELICT VESSEL CONDITION: WRECKED✓ JUNKED✓ SUBSTANTIALLY DISMANTLED_____
ABANDONED✓ SUNK✓ BROKEN UP? PART OF A VESSEL__ BURNED__ CAPSIZED__ LISTING✓
SCUTTLED__ FULL OF HOLES__ FILLED WITH WEIGHT__ FULL OF WATER? OTHER_____
NUMBERS OR IDENTIFIERS REMOVED__ VESSEL IS A HEALTH HAZARD (EXPLAIN)_____
ABANDONED VESSEL CONDITION: ABANDONED✓ INOPERATIVE✓ PARTIALLY DISMANTLED__
NO APPARENT INTRINSIC VALUE__ PERSONAL ITEMS ONBOARD? OTHER_____
VESSEL IS: AFLOAT__ ADRIFT__ AGROUND✓ WASHED ASHORE__ IN WETLANDS__ DOCKED__
PULLED ONSHORE__ ANCHORED__ TIED TO OBJECT (SPECIFY)_____
CAUSED BY: NATURAL DISASTER__ UNKNOWN✓ OTHER_____
SUBMERGED 10 % DEPTH 1 FEET DAMAGING SUBMERGED LAND: NO__ YES__ UNK✓
INJURING BENTHIC COMMUNITY: NO__ YES__ OTHER: UNK
OTHER PROPERTY DAMAGE: NO__ YES__ (EXPLAIN) UNK
PROPERTY OWNER: STATE SUBMERGED LAND✓ FEDERAL__ OTHER_____
OWNER/ADDRESS_____
NAVIGATIONAL HAZARD: NO__ UNK✓ YES__ (EXPLAIN)_____
TOWED WITHOUT REPAIR: NO✓ UNK__ YES__ (EXPLAIN)_____
ENVIRONMENTAL THREAT: NO__ UNK✓ YES__ (EXPLAIN)_____
RECOMMENDED DISPOSITION: LEAVE AS IS__ REMOVE FROM WATER✓ TAKE TO LANDFILL✓
CREATE MARINE HABITAT__ HAVE OWNER/CUSTODIAN REMOVE__ OTHER_____
NARRATIVE/DILIGENT SEARCH: 30 DAY LETTER MAILED OUT ON 01-02-03 TO NEW OWNER.

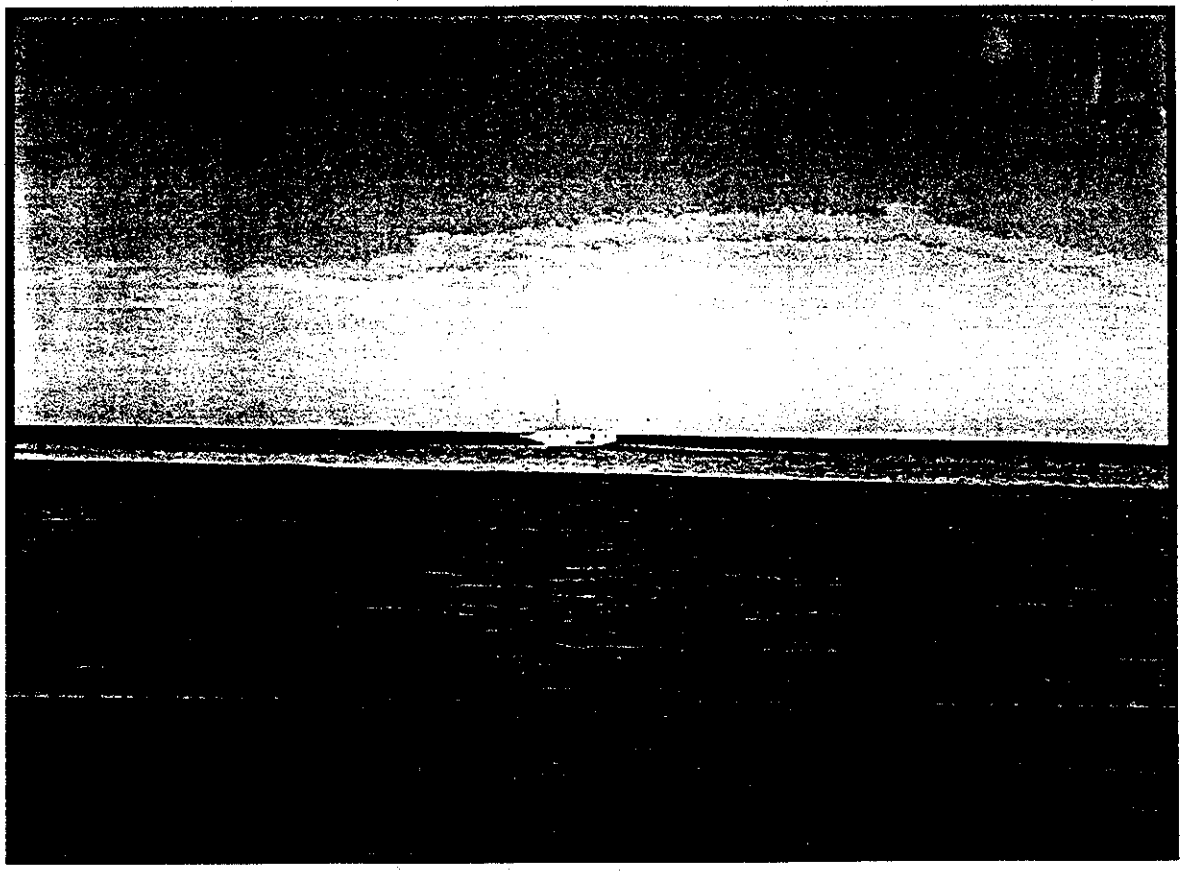
REPORTING OFFICER & ID# (PRINT) VICENTE LOPEZ B510 (SIGN) Vicente Lopez
OFFICER'S AGENCY & ADDRESS FWC 2796 O/C HWY, MARATHON, FL 33050 DATE 1.22.03
REVIEWED BY (PRINT) LT. S.J. GOLDEN # D130 (SIGN) LT SJGolden D130 DATE 01-23-03

FWC/DLE-048

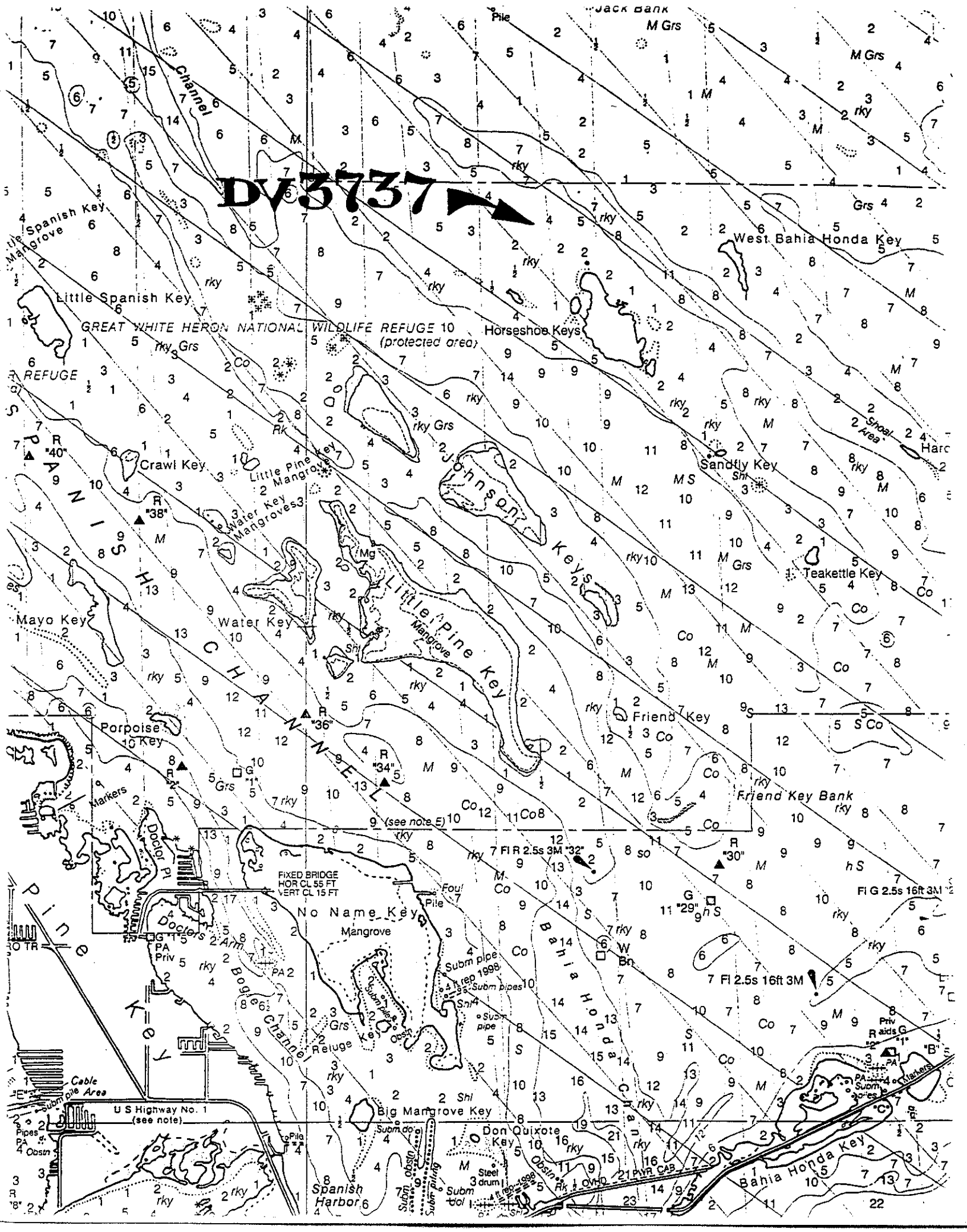
KIM

DV 3737





Located ½ mile north of Horseshoe Key.


DV3737
Jack Bank
Channel
Little Spanish Key
GREAT WHITE HERON NATIONAL WILDLIFE REFUGE
(protected area)
Horseshoe Keys
West Bahia Honda Key
Crawl Key
Little Pine Key Mangrove
Water Key Mangroves
Johnson Keys
Sandfly Key
Teakettle Key
Mayo Key
Water Key
Little Pine Key
Mangrove
Friend Key
Porpoise Key
Friend Key Bank
SPANISH CHANNEL
Markers
Doctor Pt
FIXED BRIDGE
HOR CL 55 FT
VERT CL 15 FT
No Name Key
Mangrove
Doctors Arm
Bogie Channel
Reluge Key
Pine Key
Bahia Honda Chan
Fl R 2.5s 3M "32"
Fl G 2.5s 16ft 3M
Fl 2.5s 16ft 3M
Cable Area
U S Highway No. 1
(see note)
Big Mangrove Key
Don Quixote Key
Spanish Harbor
Bahia Honda Key
Shoal Area
Markers