

CITY OF ST. AUGUSTINE

To: Mayor and Commissioners

Date: August 5, 2020

Re: Update on the relocation of the Confederate memorial

The purpose of this memo is to keep you apprised on the progress towards the relocation of the confederate memorial and recommend accepting an offer from Randy Ringhaver to relocate the memorial to the Trout Creek Fish Camp. The commission approved the relocation of the memorial at the June 22, 2020 regular city commission meeting to a new location such as a cemetery or private property which included authorization to store the memorial in a stable environment. Our current plan is to store the memorial at the city's public works compound, located at 253 West King Street. I have executed a contract with Progressive Construction of Long Island, Inc., a copy of which is shown as attachment A.

Relocation sites considered to date

We have attempted to locate a final location site and have also received proposals. I would like to provide a brief synopsis of our work effort.

1. National Cemetery adjacent to the National Guard Headquarters - I contacted Florida National Guard Adjutant General James Eifert who referred me to the National Cemetery Administration (NCA), a division of the Department of Veteran's affairs (VA). We made a written request to the NCA and our request was denied. Both letters are provided as attachment B. The VA only accepts monuments which commemorate a group of individuals eligible for burial in a VA national cemetery. This applies to the St. Augustine National Cemetery or any other national cemetery.
2. Representatives from the Ladies Memorial Association of St. Augustine, Inc. contacted the City to offer to purchase a suitable plot of land for relocation of the memorial. The City responded by both phone and email, but no further development of this plan has come to fruition at this time.
3. Staff contacted the Military Museum of North Florida located in Green Cove Springs. This location is outside of St. Johns County. They offered to accept the memorial as part of their artifact display. This is a private museum with public access. However, this option would be substantially more expensive of a relocation due to the travel distance, bridge weight limits, bridge widths and geography of the river. Also, all costs including the foundation would be at the City expense.
4. Staff called numerous cemeteries directly, through church offices and funeral homes. To date, none of these have been options for the memorial.

5. We received an offer from a private landowner in western St. Johns County. This proposal could not satisfy easy public access for viewing. Individuals wishing to pay respects at the memorial would be by appointment only.
6. We have a proposal from Randy Ringhaver to relocate the memorial to Trout Creek Fish Camp located at 6550 FL-13 N. St., St. Augustine, FL 32092. Trout Creek Fish Camp is owned by Ring Power Corporation of which Mr. Ringhaver is the majority stockholder. A location map is provided as attachment C. This is privately owned land, but it is different from all other private land offers to the extent that it is a commercial marina/park location that allows public access. Also, Mr. Ringhaver will build a park setting including lighting, sidewalks, and seating so that the memorial can be visited for generations to come. Mr. Ringhaver believes his proposal will preserve the memorial and provide the respect that the City Commission requires in determining a final location. Mr. Ringhaver has also offered to construct, at his cost, a foundation that will survive the test of time beyond any typical engineering standard. This will result in a contract deduction of \$32,000 favorable to the City. A picture of the location is shown as attachment D. Mr. Ringhaver is comfortable with a simple letter agreement on the logistics between my office and himself and a bill of sale transferring ownership. I have not prepared these documents and will not unless the commission approves this option.

Included in the contract is alternate costs to allow for a secondary, or direct, move to a final location at the privately owned Trout Creek Fish Camp.

Contract Overview

The contract executed with Progressive Construction includes a base contract of \$200,000 to move the memorial to the City Public Works compound located 253 West King Street. The memorial would be temporarily stored while a final location is decided upon by the City Commission. The memorial would stay in the crating system so that it can be moved a second time.

An option in the contract include the cost for a secondary mobilization of \$30,000 with the final location determining the total cost.

Moving to the public works compound and then to the Trout Creek Fish Camp location if it is chosen, would cost \$66,000. This is shown in the contract as Option 2.

Moving directly from the Plaza de la Constitution directly to the Trout Creek Fish Camp if it is chosen would bring that total to \$236,000 assuming Mr. Ringhaver builds the foundation. Mr. Ringhaver has made a proposal that staff believes is a viable option to preserve the memorial in perpetuity and allows for public access in a park setting adjacent to the marina area.

I would expect the contractor's mobilization and completion of any of the moves will be completed within 3-4 weeks. Our city archeologists have conducted a preliminary investigation and are comfortable with the contractor completing the move. If any subsurface site conditions deviate from their findings, the contractor will stop and allow our archaeology team to complete

an investigation. Our archaeology team plans to conduct future investigations under the current location of the memorial and surrounding area after the memorial is relocated.

At this time, I am authorized by the City Commission to move the memorial to the public works compound unless directed otherwise.

Recommendation

I recommend that the City Commission accept Mr. Ringhaver's offer and authorize the City Manager to work out the logistical details, transfer ownership and execute the work to relocate the memorial directly to Trout Creek Fish Camp. The most important aspect of this proposal is the relocation of the memorial to private land with public access and ownership that has the means, and desire, to preserve the memorial congruent with the will of the City Commission.



John P. Regan, P.E.
City Manager

ATTACHMENT - A

PROGRESSIVE CONSTRUCTION

OF LI, INC.

1-855-WeLiftU

166 Beverly Rd, S Huntington NY 11746

HomeElevate.com



TO: THE CITY OF ST. AUGUSTINE, FL
P.O. BOX 210
ST. AUGUSTINE, FL 32085-0210
tflemin@citystaug.com
jregan@citystaug.com

This agreement is made between THE CITY OF ST. AUGUSTINE, FL (hereinafter referred to as "The City") and Progressive Construction of Long Island, INC (hereinafter referred to as "Contractor").

Scope of work:

OPTION 1:

Relocate monument in two (2) pieces to 253 West King St, St. Augustine, FL

**\$ 200,000.00 Relocate Ladies Memorial Association Monument of St. Augustine, FL
from Plaza de la Constitucion to 253 West King St, St Augustine, FL**

- Demo and remove sidewalk and concrete around base of monument
- Remove eight (8) concrete posts and chains, place on pallets and move to 253 West King St.
- Provide protection for EIGHT (8) tablets at base of monument AND ONE (1) tablet on the south elevation of the obelisk.
- Construct steel frames around each section of the monument (base and obelisk).
Frames will encase each section and compensate for the fragility/age of the structure. The upper frame will require the drilling of approximately 1" holes through the obelisk to properly support and brace the structure. Additional bracing may be added as needed. Once the obelisk has been fully supported and protected by the steel frames, the obelisk will be elevated and removed from the base on steel beams and moved to dollies for transport. The base will be encased in it's own separate steel frame and braced as needed. The surrounding area will be excavated as needed to reveal the depth of the base and lifting beams will be inserted under the base. The base will then be elevated and moved to dollies for transport to the new location.
- The base and obelisk will remain in the steel frames and placed on crib blocks and steel beams at the new location.
Both sections will remain in steel frames for the relocation and whatever storage period may follow. This agreement includes a maximum of one hundred eighty (180) days of storage utilizing the steel frames, crib blocks and steel beams. See "ADDITIONS TO THIS AGREEMENT" FOR RENTAL TERMS AND RATES

Payment terms:

OPTION 1 PAYMENT SCHEDULE:

Relocate in two pieces to storage location at 253 King St, St. Augustine, FL

\$ 75,000.00	Deposit at contract signing – Non-refundable deposit
\$ 35,000.00	Upon arrival of equipment and employees to site
\$ 50,000.00	Upon completion of steel frame work
\$ 20,000.00	Upon loading onto moving dollies
\$ 20,000.00	Due upon completion of move

\$ 200,000.00	TOTAL PAYMENTS DUE*
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**Total Payments Due Amount does not include any revisions, additions or amendments to this agreement. Any revisions, additions or amendments to this agreement which result in a change in the above amount will be discussed and agreed to by all parties in writing. Total Payments Due does not include any rental money that may be due if the storage period exceeds one hundred eighty (180) days. Progressive Construction DOES NOT agree to 10% retainage.*

OPTION 2:

Relocate monument to 253 West King St, St. Augustine, FL and then to the Trout Creek Fish Camp, 6550 FI-13, St. Augustine, FL 32092. Date of second move TBD. This option includes foundation work.

- \$ 200,000.00 Relocate Ladies Memorial Association Monument of St. Augustine, FL from Plaza de la Constitucion to 253 West King St, St Augustine**
- \$ 66,000.00 Relocate Ladies Memorial Association Monument of St. Augustine, FL from 253 West King St, St Augustine to the Trout Creek Fish Camp, 6550 FI-13, St. Augustine, FL 32092**
- \$ 32,000.00 Construct new foundation for Ladies Memorial Association Monument of St. Augustine, FL in Trout Creek Fish Camp, 6550 FI-13, St. Augustine, FL 32092**
-
- \$ 298,000.00 TOTAL**

- Demo and remove sidewalk and concrete around base of monument
- Remove eight (8) concrete posts and chains, place on pallets and move to 253 West King St.
- Provide protection for EIGHT (8) tablets at base of monument AND ONE (1) tablet on the south elevation of the obelisk.
- Construct steel frames around each section of the monument (base and obelisk).
Frames will encase each section and compensate for the fragility/age of the structure. The upper frame will require the drilling of approximately 1" holes through the obelisk to properly support and brace the structure. Additional bracing may be added as needed. Once the obelisk has been fully supported and protected by the steel frames, the obelisk will be elevated and removed from the base on steel beams and moved to dollies for transport. The base will be encased in it's own separate steel frame and braced as needed. The surrounding area will be excavated as needed to reveal the depth of the base and lifting beams will be inserted under the base. The base will then be elevated and moved to dollies for transport to the new location.
- The base and obelisk will be remain in the steel frames and placed on crib blocks and steel beams at the new location.
Both sections will remain in steel frames for the the relocation and whatever storage period may follow. This agreement includes a maximum of one hundred eighty (180) days of storage utilizing the steel frames, crib blocks and steel beams.
- The base and obelisk will be remain in the steel frames and placed on crib blocks and steel beams at the new location.
Both sections will remain in steel frames for the the relocation and whatever storage period may follow. This agreement includes a maximum of one hundred eighty (180) days of storage utilizing the steel frames, crib blocks and steel beams. See "ADDITIONS TO THIS AGREEMENT" FOR RENTAL TERMS AND RATES
- Contractor will return at a later date (TBD) to construct fourteen feet (14') by fourteen feet (14') foundation for monument which will be twelve inches (12") thick. Foundation will be formed and will consist of poured concrete, reinforced with #5 fiberglass rebar. A footing will be constructed to place the monument on. The footing will be constructed of eight inch (8") or twelve inch (12") concrete block.
- Contractor will return at later date (TBD) and move monument from storage location (253 West King St, St. Augustine, FL) to Trout Creek Fish Camp, 6550 FI-13, St. Augustine, FL 32092
- Install new sidewalk and reset posts and chains.
- Backfill and sod around new foundation and sidewalk.

OPTION 2 PAYMENT SCHEDULE:

Relocate in two pieces to 253 King St, St. Augustine FL and then relocate to Trout Creek Fish Camp, 6550 Fl-13, St. Augustine FL. This option includes foundation work.

\$ 75,000.00	Deposit at contract signing – Non-refundable deposit
\$ 35,000.00	Upon arrival of equipment and employees to site
\$ 50,000.00	Upon completion of steel frame work
\$ 20,000.00	Upon loading onto moving dollies
\$ 22,000.00	Upon completion of foundation and footings
\$ 86,000.00	Upon completion of move/setting of monument on new foundation and footings.
\$ 10,000.00	Upon completion of sidewalks, setting of posts & chains, backfilling & installation of sod
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\$ 298,000.00	TOTAL PAYMENTS DUE**

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OPTION 3:

Relocate monument to 253 West King St, St. Augustine, FL and then to the Trout Creek Fish Camp, 6550 FI-13, St. Augustine, FL 32092. Date of second move TBD. This option does not include foundation work.

**\$ 200,000.00 Relocate Ladies Memorial Association Monument of St. Augustine, FL
from Plaza de la Constitucion to 253 West King St, St Augustine**

**\$ 66,000.00 Relocate Ladies Memorial Association Monument of St. Augustine, FL
from 253 West King St, St Augustine to the Trout Creek Fish Camp, 6550 FI-13, St.
Augustine, FL 32092**

\$ 266,000.00 TOTAL

- Demo and remove sidewalk and concrete around base of monument
- Remove eight (8) concrete posts and chains, place on pallets and move to 253 West King St.
- Provide protection for EIGHT (8) tablets at base of monument AND ONE (1) tablet on the south elevation of the obelisk.
- Construct steel frames around each section of the monument (base and obelisk).
Frames will encase each section and compensate for the fragility/age of the structure.
The upper frame will require the drilling of approximately 1" holes through the obelisk to properly support and brace the structure. Additional bracing may be added as needed.
Once the obelisk has been fully supported and protected by the steel frames, the obelisk will be elevated and removed from the base on steel beams and moved to dollies for transport.
The base will be encased in it's own separate steel frame and braced as needed. The surrounding area will be excavated as needed to reveal the depth of the base and lifting beams will be inserted under the base. The base will then be elevated and moved to dollies for transport to the new location.
- The base and obelisk will remain in the steel frames and placed on crib blocks and steel beams at the new location.
Both sections will remain in steel frames for the relocation and whatever storage period may follow. This agreement includes a maximum of one hundred eighty (180) days of storage utilizing the steel frames, crib blocks and steel beams. See "ADDITIONS TO THIS AGREEMENT" FOR RENTAL TERMS AND RATES
- The base and obelisk will remain in the steel frames and placed on crib blocks and steel beams at the new location.
Both sections will remain in steel frames for the relocation and whatever storage period may follow. This agreement includes a maximum of one hundred eighty (180) days of storage utilizing the steel frames, crib blocks and steel beams.
- Contractor will return at later date (TBD) and move monument from storage location (253 West King St, St. Augustine, FL) to Trout Creek Fish Camp, 6550 FI-13, St. Augustine, FL 32092

OPTION 3 PAYMENT SCHEDULE:

Relocate in two pieces to 253 King St, St. Augustine FL and then relocate to Trout Creek Fish Camp, 6550 Fl-13, St. Augustine FL. This option does not include foundation work.

\$ 75,000.00	Deposit at contract signing – Non-refundable deposit
\$ 35,000.00	Upon arrival of equipment and employees to site
\$ 50,000.00	Upon completion of steel frame work
\$ 20,000.00	Upon loading onto moving dollies
\$ 86,000.00	Upon completion of move/setting of monument on new foundation and footings.
<hr/> \$ 266,000.00	TOTAL PAYMENTS DUE**

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OPTION 4:

Relocate monument in two (2) pieces directly to the Trout Creek Fish Camp, 6550 FI-13, St. Augustine, FL 32092. This option includes foundation work.

\$ 236,000.00 Relocate Ladies Memorial Association Monument of St. Augustine, FL from Plaza de la Constitucion to the Trout Creek Fish Camp, 6550 FI-13, St. Augustine, FL 32092

\$ 32,000.00 Construct new foundation for Ladies Memorial Association Monument of St. Augustine, FL in Trout Creek Fish Camp, 6550 FI-13, St. Augustine, FL 32092

\$ 268,000.00 TOTAL

- Demo and remove sidewalk and concrete around base of monument
- Remove eight (8) concrete posts and chains, place on pallets and move to 253 West King St.
- Provide protection for EIGHT (8) tablets at base of monument AND ONE (1) tablet on the south elevation of the obelisk.
- Construct steel frames around each section of the monument (base and obelisk).
Frames will encase each section and compensate for the fragility/age of the structure. The upper frame will require the drilling of approximately 1" holes through the obelisk to properly support and brace the structure. Additional bracing may be added as needed.
Once the obelisk has been fully supported and protected by the steel frames, the obelisk will be elevated and removed from the base on steel beams and moved to dollies for transport. The base will be encased in it's own separate steel frame and braced as needed. The surrounding area will be excavated as needed to reveal the depth of the base and lifting beams will be inserted under the base. The base will then be elevated and moved to dollies for transport to the new location.
- The base and obelisk will be remain in the steel frames and placed on crib blocks and steel beams at the new location.
Both sections will remain in steel frames for the the relocation and whatever storage period may follow. This agreement includes a maximum of one hundred eighty (180) days of storage utilizing the steel frames, crib blocks and steel beams. See "ADDITIONS TO THIS AGREEMENT" FOR RENTAL TERMS AND RATES
- The base and obelisk will be remain in the steel frames and placed on crib blocks and steel beams at the new location.
Both sections will remain in steel frames for the the relocation and whatever storage period may follow. This agreement includes a maximum of one hundred eighty (180) days of storage utilizing the steel frames, crib blocks and steel beams.
- Contractor will return at a later date (TBD) to construct fourteen feet (14') by fourteen feet (14') foundation for monument which will be twelve inches (12") thick. Foundation will be formed and will consist of poured concrete, reinforced with #5 fiberglass rebar. A footing will be constructed to place the monument on. The footing will be constructed of eight inch (8") or twelve inch (12") concrete block.
- Install new sidewalk and reset posts and chains.
- Backfill and sod around new foundation and sidewalk.

OPTION 4 PAYMENT SCHEDULE:

Relocate in two pieces to Trout Creek Fish Camp, 6550 Fl-13, St. Augustine FL. This option includes foundation work.

\$ 75,000.00	Deposit at contract signing – Non-refundable deposit
\$ 35,000.00	Upon arrival of equipment and employees to site
\$ 50,000.00	Upon completion of steel frame work
\$ 20,000.00	Upon loading onto moving dollies
\$ 22,000.00	Upon completion of foundation and footings
\$ 56,000.00	Upon completion of move/setting of monument on new foundation and footings.
\$ 10,000.00	Upon completion of sidewalks, setting of posts & chains, backfilling & installation of sod
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\$ 268,000.00	TOTAL PAYMENTS DUE**

***Total Payments Due Amount does not include any revisions, additions or amendments to this agreement. Any revisions, additions or amendments to this agreement which result in a change in the above amount will be discussed and agreed to by all parties in writing. Total Payments Due does not include any rental money that may be due if the storage period exceeds one hundred eighty (180) days. Progressive Construction DOES NOT agree to 10% retainage.*

Option 5:

Relocate monument in two (2) pieces directly to the Trout Creek Fish Camp, 6550 FI-13, St. Augustine, FL 32092 This option does not include foundation work.

\$ 236,000.00 Relocate Ladies Memorial Association Monument of St. Augustine, FL from Plaza de la Constitucion to the Trout Creek Fish Camp, 6550 FI-13, St. Augustine, FL 32092

- Demo and remove sidewalk and concrete around base of monument
- Remove eight (8) concrete posts and chains, place on pallets and move to 253 West King St.
- Provide protection for EIGHT (8) tablets at base of monument AND ONE (1) tablet on the south elevation of the obelisk.
- Construct steel frames around each section of the monument (base and obelisk).
Frames will encase each section and compensate for the fragility/age of the structure.
The upper frame will require the drilling of approximately 1" holes through the obelisk to properly support and brace the structure. Additional bracing may be added as needed.
Once the obelisk has been fully supported and protected by the steel frames, the obelisk will be elevated and removed from the base on steel beams and moved to dollies for transport.
The base will be encased in it's own separate steel frame and braced as needed. The surrounding area will be excavated as needed to reveal the depth of the base and lifting beams will be inserted under the base. The base will then be elevated and moved to dollies for transport to the new location.
- The base and obelisk will be remain in the steel frames and placed on crib blocks and steel beams at the new location.
Both sections will remain in steel frames for the the relocation and whatever storage period may follow. This agreement includes a maximum of one hundred eighty (180) days of storage utilizing the steel frames, crib blocks and steel beams. See "ADDITIONS TO THIS AGREEMENT" FOR RENTAL TERMS AND RATES
- The base and obelisk will be remain in the steel frames and placed on crib blocks and steel beams at the new location.
Both sections will remain in steel frames for the the relocation and whatever storage period may follow. This agreement includes a maximum of one hundred eighty (180) days of storage utilizing the steel frames, crib blocks and steel beams.

OPTION 5 PAYMENT SCHEDULE:

Relocate in two pieces to Trout Creek Fish Camp, 6550 Fl-13, St. Augustine FL. This option does not include foundation work.

\$ 75,000.00	Deposit at contract signing – Non-refundable deposit
\$ 35,000.00	Upon arrival of equipment and employees to site
\$ 50,000.00	Upon completion of steel frame work
\$ 20,000.00	Upon loading onto moving dollies
\$ 56,000.00	Upon completion of move/setting of monument on new foundation and footings.
<hr/> \$ 236,000.00	TOTAL PAYMENTS DUE**

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The City responsibilities:

- *Secure Plaza de la Constitucion with an opaque fence and safety gate*
- *Assist in obtaining any licenses or permits which may be required by the State of Florida*
- *Provide approximately one hundred twenty feet (120') of street parking adjacent to the Plaza to allow for staging and loading/unloading equipment safely.*
- *Provide 24 hour security in Plaza for the duration of the project. Security during working hours will be a uniformed police officer. The City will also be responsible for providing security along relocation route and at 253 West King St after the relocation.*
- *Strictly limit access to work area*
- *Provide power, water and sanitary facilities in work area*
Provide a dumpster for the disposal of concrete
- *Provide right of way onto Plaza property*
- *Arrange and enforce parking restrictions along relocation route on the day of the move, including removing any vehicles which may not obey no parking signs.*
- *Remove/trim any trees along relocation route as necessary*
- *Temporarily remove/relocate any obstructions along the relocation route such as street signs, mailboxes, overhead utilities, etc. The City will also be responsible for returning all obstructions to their original locations.*

1. PROPOSAL: This proposal only becomes an enforceable contract after the City and an authorized representative of Contractor accepts this proposal. Signature of the parties shall serve as evidence of their acceptance of this proposal.

2. Contractor not liable for any cracks, leaks or property damage that may occur during lifting and/or relocation process.

3. COUNTERPARTS: This agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

4. SEVERABILITY: Should any provision of the agreement be stricken or determined to be unenforceable by any court or arbitrator, the remainder of this agreement shall not be affected.

5. TIME OF THE ESSENCE: Time is of the essence regarding this agreement.

6. ENTIRE AGREEMENT: This agreement contains the sole and entire agreement of Contractor and the City with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between Contractor and the City and not incorporated or referred to herein shall be of any force or effect. Any amendment to this agreement shall be in writing and executed by both Contractor and the City.

7. SURVIVAL: All of the terms, covenants, conditions, representations, warranties and agreements of this agreement shall survive and continue in full force and effect and shall remain enforceable after the performance of the work to be performed by Contractor.

8. This contract binds the heirs, administrators, executors, successor or assignees of the City and Contractor.

9. In the event that the City does not comply with the payment schedule set forth above, Contractor shall be entitled to recover all costs of collection for any sums due hereunder, including but not limited to all reasonable attorney's fees, expenses..

10. ADVERTISEMENT: The City agrees to allow Contractor to place advertisement sign on project property. The City allows Contractor to use photographs/video of this project for future advertisement at no cost. The Contractor agrees not to use the City Seal in any form. All signs and/or advertising will conform to local statutes.

11. The City shall agree to defend, indemnify and hold harmless Contractor from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or less and expense arising from any and all circumstances not caused by the Contractor or it's employees or directly related to the Contractors work under this agreement. Contractor may not be held liable for damages not caused by the negligent acts or omissions of the Contractor or it's employees.

12. NO WAIVER OF SOVEREIGN IMMUNITY: Nothing in this agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, F.S., nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the City as provided in Section 768.28, FS

13. The Contractor shall comply with the provisions of the Florida Public Records Act as outlined in EXHIBIT A.

14. Contractor will maintain insurance as outlined in EXHIBIT B.

15. VENUE: The City and Contractor agree that personal jurisdiction and venue shall be in St, Johns County, FL

Additions to this agreement:

- 1 The City will indemnify the Contractor from all liability related to any events that may halt or delay the progress of the project, including, but not limited to:
 - Court orders or injunctions
 - Severe weather events
 - Civil insurrection, protests or riots which interfere with the project or potentially place the Contractor's employees in harm's way
 - Vandalism, arson
 - Interruption of the project due archaeological issues or concerns

A. Once the contract is fully executed and mobilization has begun, any of the above issues, or any other potential issues not listed but not caused by the Contractor which result in a delay or cessation of the project will incur charges at the rate of \$5,500.00 per day.
- 2 The City will assume all financial liability for any and all lawsuits/legal actions which may arise over the relocation of the monument.
- 3 The steel frame, crib blocks and steel beams belonging to the Contractor will be included in the contract amount for a period of not more than one hundred eighty (180) days. At the end of the 180 day period, a rental fee will begin at a rate of \$100.00 per day. The 180 day period will begin on the first day following the completion of the relocation. Rent will be due in advance for the upcoming thirty (30) day period and will not be prorated.

A. The City may alternately decide at that time to purchase the frames, crib blocks and steel beams. Due to the fact that the price of steel fluctuates, that amount can not be determined until such time.
- 4 The City fully understands that this contract will be for the relocation from the Plaza de la Constitucion to 253 West King St, St. Augustine, FL ONLY.

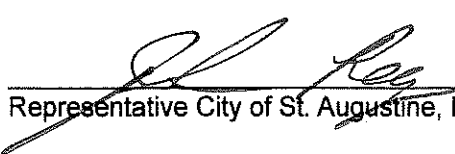
A. If the City determines that the destination will change from 253 West King St, St Augustine, FL prior to the relocation, the Contractor will determine if additional charges will be needed prior to the commencement of the actual relocation.
 - a. If it is determined at any point that the current proposed route is unacceptable for any reason, including, but not limited to: rejection by the Florida State DOT, safety issues, traffic concerns, etc, the City agrees that additional charges may be incurred. All additional charges will be determined and agreed to by both parties in writing as soon as possible. The same provision applies to any alternate routes or relocation sites that may be proposed.

B. If the City wishes to relocate the monument to another location in the future, that will be a separate contract and additional charges will be incurred at that point.
- 5 At the request of our insurance carrier, quarterly inspections must be performed as long as the monument is stored on our equipment to ensure that there are no structural and/or safety issues, including but limited to: settling, cracking, shifting, etc.

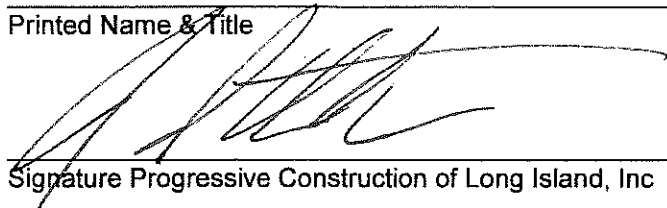
A. The contract price will include the first two (2) inspections.
 - a. Subsequent inspections will be performed at a rate of \$2,500.00 per inspection.
- 6 The City agrees that the Contractor will not be held liable for any acts of destruction and/or vandalism to the monument which may occur at any time during the project, including while the monument is in storage. The City agrees that they will hold total responsibility for the safety and security of the monument while it is in storage and will not hold the Contractor liable for any damages incurred due to the actions of others.
- 7 Demobilization prior to completion of project will result in a charge of \$20,000.00. Re-mobilization will result in a charge of \$20,000.00.

This contract will abide by the laws, rules, conditions, jurisdictions and indemnifications of the State of Florida.

By signing below, the City hereby agrees to all terms and conditions contained on all pages of this agreement and authorizes Contractor to perform the work detailed in the agreement.


 Date: 8/5/2020
Representative City of St. Augustine, FL

John P. Regan, P.E. - City Manager
Printed Name & Title

 Date: 8/4/2020
Signature Progressive Construction of Long Island, Inc

Jeremy Patterson, Vice President
Printed Name & Title

ATTEST:


Darlene Galambos, City Clerk



APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND
EXECUTION



Isabelle C. Lopez, City Attorney

EXHIBIT A

COMPLIANCE WITH PUBLIC RECORDS ACT

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

Telephone: (904) 825-4207
Email: recordsrequest@citystaug.com
Mailing Address: City of St. Augustine
Darlene H. Galambos, City Clerk
Public Records Custodian
P.O. Box 210
St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the City to perform the Work.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.

A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

EXHIBIT B

INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000
- (d) **Rigger's Liability/Cargo Coverage.**

****If applicable, the following additional coverage may be required, depending upon the nature of the Work.**

- (**) **“Builder’s Risk” Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (**) **Professional Liability. (Per claim) \$500,000 single limits.**

ATTACHMENT - B



DEPARTMENT OF VETERANS AFFAIRS
Jacksonville and St. Augustine National Cemeteries
4083 Lannie Road
Jacksonville, Florida 32218
(904) 766-5975

July 30, 2019

John P. Regan, P.E.
City Manager
City of Saint Augustine
75 King Street
Saint Augustine, FL 32084

Dear Mr. Regan;

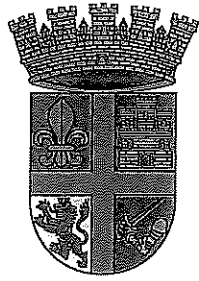
In responding to your formal request to relocate a Confederate memorial to St. Augustine National Cemetery or any other national cemetery, VA only accepts monuments which commemorate a group of individuals currently eligible for burial in a VA national cemetery (i.e. generally, Veterans of the U.S. Armed Forces).

Therefore, NCA is unable to accept the monument referenced in your letter which commemorates those who served in the Confederate armed forces.

Thank you for your continued support of our national cemetery.

Sincerely,


Alphaeus L. Richburg
Director



CITY OF
ST. AUGUSTINE
— EST. 1565 —
NATION'S OLDEST CITY

July 16, 2020

Mr. Alphaeus Richburg
Jacksonville National Cemetery
4083 Lannie Road
Jacksonville, FL 32218

Dear Mr. Richburg,

The City of St. Augustine would like to formally request a space in a Veteran's Cemetery so that the Memorial currently located in the public plaza of the City of St. Augustine can be relocated to a cemetery.

This memorial is for those local St. Augustine residents who died fighting in the Civil War. On June 22, 2020, our City Commission voted to relocate this memorial. The Commission also asked that City staff bring back options for relocation. A Veteran's Cemetery is an option that we would like to present if it is an available option.

A photograph of the Memorial, with measurements, is included for your reference.

Thank you for your consideration and please let me know if you have any further questions.

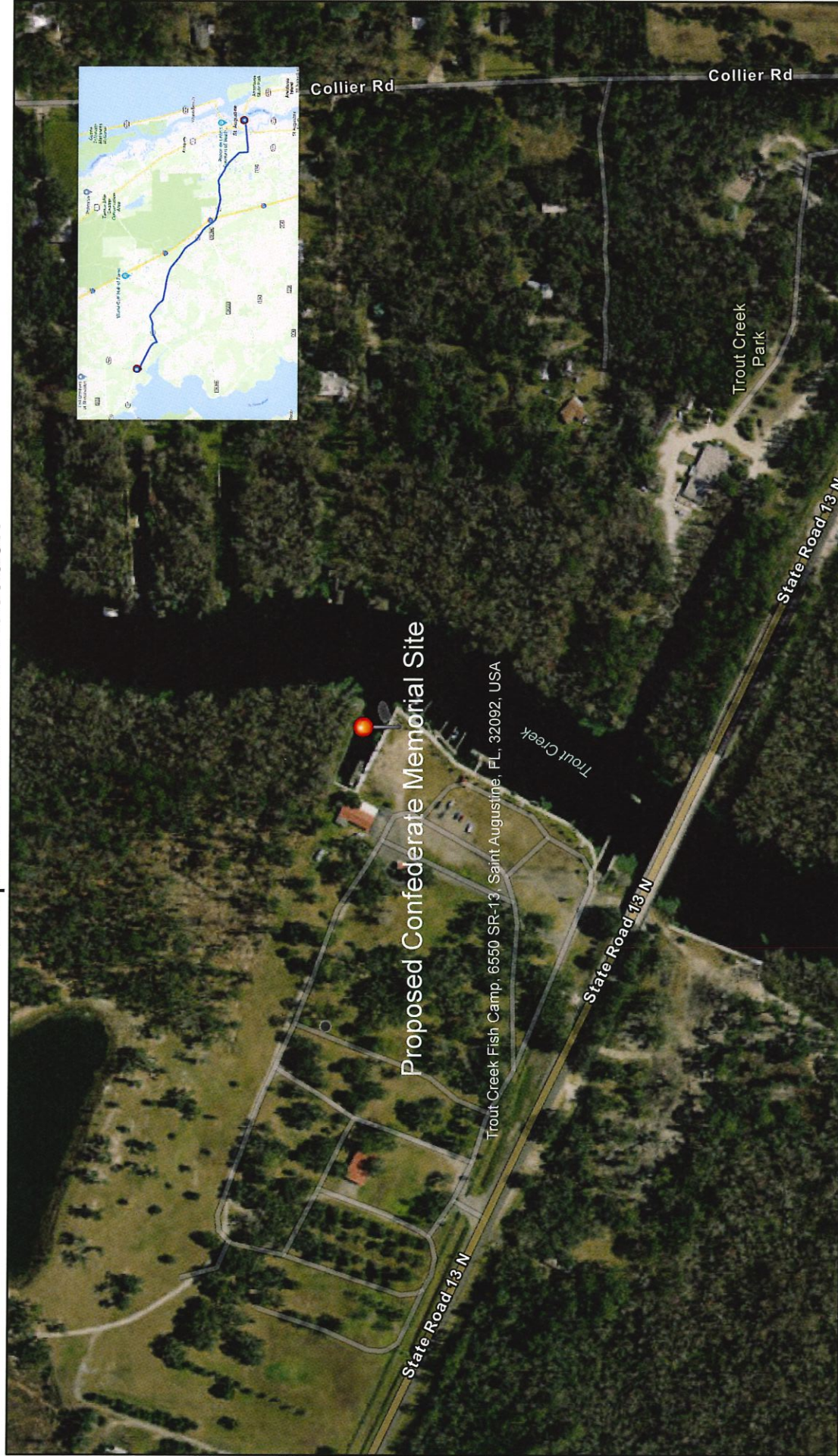
Best regards,

For John P. Regan, P.E.
City of St. Augustine
904-825-1006
jregan@citystaug.com



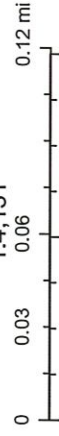
ATTACHMENT - C

Proposed Memorial Location



8/4/2020, 4:14:10 PM

1:4,131



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

ATTACHMENT - D

