



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 7/11/2019 Meeting Date: 7/18/2019

Name: David Kraus Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "DK", is written over the line for the Division Manager's Signature.

1. Nature and purpose of agenda item:

FGA requires a Preliminary Engineering Agreement that requires the County to pay the cost of preparing the Preliminary Engineering Report, cost estimates and Construction Agreement for the rail turn outs and switches on the FGA rail line.

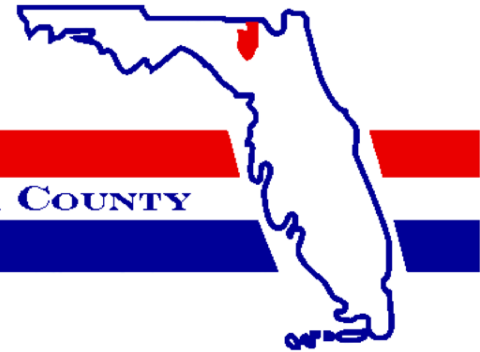
2. Recommended Motion/Action:

To approve the Preliminary Engineering Agreement and approve \$23,554 in engineering costs.

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 304-5103-552.30-31

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Bucky Nash
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Columbia County Board of County Commissioners

FR: David Kraus, Assistant County Manager

DATE: July 11, 2019

RE: Preliminary Engineering Agreement – Florida Gulf and Atlantic Railroad, LLC

Recently, Florida Gulf & Atlantic Railroad, LLC (FGA) purchased the CSX rail line running through Columbia County. We have been working with the new owners of the railroad on the construction of the rail switches that connect the line to the rail spur. The attached agreement is the standard agreement needed for Florida Gulf & Atlantic Railroad, LLC to review the preliminary designs and prepare the agreement to construct the switches. This is similar to the process that was used by CSX.

Under this agreement, the County will reimburse FGA, in advance, for their costs to prepare the permit documents. FGA has selected Crouch Engineering, Inc. who will charge \$23,554 for this service. Crouch Engineering will coordinate the agreements, prepare all preliminary engineering for FGA, and develop the cost estimates for FGA. Under the Construction Agreement, FGA will construct the rail turnout connecting to the rail line. The County would then construct the remaining rail segment to US 90.

Staff is requesting the Columbia County Board of County Commissioners approve the Preliminary Engineering Agreement with Florida Gulf & Atlantic Railroad Inc. and approve the advance payment of the reimbursement of \$23,554.

FLORIDA GULF & ATLANTIC
RAILROAD, LLC

PRELIMINARY ENGINEERING
AGREEMENT

**PROPOSED TRACKS TO SERVE
THE NORTH FLORIDA MEGA INDUSTRIAL PARK (NFMIP)
COLUMBIA COUNTY, FLORIDA**

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of July __, 2019, by and between Florida Gulf & Atlantic Railroad, LLC., a Florida company with its principal place of business in Boca Raton, Florida (“FGA”), and _____[**INSERT AGENCY NAME**], a body corporate and political subdivision of the state of Florida (“Agency”).

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed NFMIP, with proposed rail service to be provided by the FGA, connecting to the FGA main line track, located in Columbia County, Florida (the “**Project**”).
2. Agency has requested that FGA proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of FGA, which approval may be withheld for any reason directly or indirectly related to safety or FGA operations, property, or facilities, the Project is to be constructed, if at all, at no cost to FGA, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

1.1. Generally. The work to be done by FGA under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for FGA’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to FGA by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige FGA to perform work which, in FGA’s opinion, is not relevant to FGA’s participation in the Project.

1.2. Effect of FGA Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), FGA signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy FGA’s requirements. FGA expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute FGA’s approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or FGA operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be prepared in the PE phase, and executed by the parties at a future date.

3. Reimbursement of FGA Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse FGA for all costs and expenses incurred by FGA in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, including travel meals or per diem, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by FGA pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).

3.2. Estimate. FGA has estimated the total Reimbursable Expenses for the Project to be approximately \$23,554.00 (the “**Estimate**” as amended or revised). In the event FGA anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. FGA may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with FGA a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay FGA for Reimbursable Expenses in the amount set forth in **FGA Schedule PA** attached hereto, a copy of which shall accompany the advance payment. If FGA anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, FGA will request an additional deposit equal to the then remaining Reimbursable Expenses which FGA estimates that it will incur. FGA shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, FGA shall reconcile the total Reimbursable Expenses incurred by FGA against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to FGA the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. FGA will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay FGA any sums due FGA under this Agreement: (i) Agency shall pay FGA interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) FGA may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

3.4. Effect of Termination. Agency’s obligation to pay FGA Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.

4. Appropriations. Agency represents to FGA that: (i) Agency has obtained appropriations sufficient to reimburse FGA for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify FGA in the event that Agency is unable to obtain such additional appropriations.

5. Termination.

5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to FGA. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to FGA or such later date designated by the notice.

5.2. By FGA. FGA may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from FGA to Agency of such breach.

5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse FGA pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by FGA to discontinue the Engineering Work and all other costs of FGA incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay FGA for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, FGA's only remaining obligation to Agency shall be to refund to Agency payments made to FGA in excess of Reimbursable Expenses in accordance with Section 2.

6. Subcontracts. FGA's Public Project Manager shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to FGA:

Florida Gulf & Atlantic Railroad
Attention: JD Ventrcek, President, RailUSA
Boca Center, Tower 1
5200 Town Center Circle, Suite 550
Boca Raton, FL 33486

If to Agency:

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

10. Assignment. FGA may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by FGA and the assumption by FGA's assignee of FGA's obligations under this Agreement, FGA shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without FGA's prior written consent, which consent may be withheld for any reason.

11. Applicable Law. This Agreement shall be governed by the laws of the state of Florida, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Palm Beach County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

[INSERT AGENCY NAME]

By: _____
Print Name: _____
Title: _____

Florida Gulf & Atlantic Railroad, LLC.

By: _____
J. D. Ventrcek, President

**PROPOSED TRACKS TO SERVE
THE NORTH FLORIDA MEGA INDUSTRIAL PARK (NFMIP)
COLUMBIA COUNTY, FLORIDA**

FGA Schedule PA

(Advance Payment – Preliminary Engineering Agreement)

PAYMENT SUBMISSION FORM

Payment is hereby provided in accordance with the terms of Section 3.3 of the Agreement dated July __, 2019, between Agency and FGA.

1) A copy of this Payment Submission Form shall accompany all payments delivered by Agency to FGA which shall be forwarded to the following address:

Florida Gulf & Atlantic Railroad, LLC.
Attention Barbara Wilson, CFO
Boca Center, Tower 1
5200 Town Center Circle, Suite 550
Boca Raton, FL 33486

2) Email copies of check and this form to Barbara.wilson@irailpartners.com and jharris@crouchengineering.com

Upon execution and delivery of this Agreement by Agency, Agency will remit payment in accordance with Section 3.3.1. of this Agreement.

(All information below to be completed by Agency providing Payment)

Check No.	Payment Amount	Payment Date
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_____	_____	_____
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Date: _____


By: _____

Name: _____

Title: _____

Phone: _____

Email: _____

<div></div> <div>CROUCH ENGINEERING, INC.</div> <div>5115 Maryland Way, Ste. 225 Brentwood, TN 37027</div>		MANDAY ESTIMATE FOR ENGINEERING SERVICES				
		FOR				
		NFMIP, Columbia County, FL				
		Columbia County, FL				
		Proposed Rail Service off Florida Gulf & Atlantic Railroad				
		Date: July 5, 2019				
		Principal	Associate Principal	Program Manager	EXPENSES	SUBCONSULTANT
1.	Preliminary Engineering	Principal	Associate Principal	Program Manager	EXPENSES	SUBCONSULTANT
		40	34	32	\$2,474.00	\$ -
2.	Phase 2	Principal	Associate	Program	EXPENSES	SUBCONSULTANT
TOTAL HOURS PER POSITION		40	34	32	\$2,474.00	\$ -

HAC JM	JHH KNL	TST EVU
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Project Estimate Assumptions

<i>Multiplier</i>	RailUSA
<i>Mileage Rate</i>	\$ 0.575
<i>Subconsultant / Subcontractor Markup</i>	6%

Principal	Associate Principal	Program Manager
HAC JM	JHH KNL WSV	TST EVU QZ

Preliminary Engineering**40****34****32**

Meet with the County, it's Engineer, and the FGA to determine the sequence, schedule, and funding mechanisms to facilitate construction of the proposed track on FGA ROW

16

16

Develop a Construction Agreement, between the County and FGA

16

Coordinate with FDOT and the County the SOP requirements for the new grade crossing

2

8

Develop a construction cost estimate for work to be completed under the Construction Agreement

2

2

8

Provide review services, coordination, and technical support

4

16

16

Task 6



CROUCH ENGINEERING, INC. 5115 Maryland Way, Ste. 225, Brentwood, TN 37027															
1.	Preliminary Engineering	Lodging			Full Per Diem			Survey Equipment		Survey Vehicle		Supplies	Printing		Total
		Employees	Daily	Days	Employees	On Site	Days	Days	Days	Days	Airfare/Rental	Sq. Ft.	Cost		
		2	\$ 125.00	1	2	\$ 56.00	2	\$ 350.00		\$ 150.00	\$ 2,000.00		0	\$ 0.50	
											\$ 2,000.00			\$ -	\$ 2,474.00

ESTIMATE OF ENGINEERING COST

(Attached Scope of Work for Project)

Project No.:	XXXX
Location:	NFMIP - Columbia County, FL
Client Name & Address:	Florida Gulf & Atlantic Railroad, LLC
Consultant Name & Address:	CROUCH ENGINEERING, INC. 5115 MARYLAND WAY, STE. 225 BRENTWOOD, TN 37027

I. Direct Salary Cost (payroll costs) Engineering:

Classification	Rate	Hours	Total
Principal	225.00	40	\$ 9,000.00
Associate Principal	200.00	34	\$ 6,800.00
Senior Program Manager	185.00	0	\$ -
Program Manager	165.00	32	\$ 5,280.00
Senior Engineer	155.00	0	\$ -
Engineer IV	145.00	0	\$ -
Engineer III	135.00	0	\$ -
Engineer II	130.00	0	\$ -
Engineer	120.00	0	\$ -
Engineer in Training (EIT)	100.00	0	\$ -
Project Controls Engineer	115.00	0	\$ -
Project Manager V	140.00	0	\$ -
Project Manager IV	135.00	0	\$ -
Project Manager III	130.00	0	\$ -
Project Manager II	120.00	0	\$ -
Project Manager	105.00	0	\$ -
Sr. Construction Manager	130.00	0	\$ -
Supervising Construction Manager	120.00	0	\$ -
Construction Manager	110.00	0	\$ -
Construction inspector	100.00	0	\$ -
Sr. CADD Technician	95.00	0	\$ -
CADD technician	70.00	0	\$ -
Survey Party Chief	90.00	0	\$ -
Surveyor III	85.00	0	\$ -
Surveyor II	75.00	0	\$ -
Surveyor/ Sr. Admin	60.00	0	\$ -

Subtotal: = \$ 21,080.00

II. Other Expenses:

		Mileage Rate Per Mile	
Transportation	0.00	\$ 0.575	\$ -
Plans/Prints	0.00	\$.50 per square foot	\$ -
Other:	2,474.00		= \$ 2,474.00
Subtotal			= \$ 2,474.00

III. Subconsultants

Subconsultants	\$ -	= \$ -
Subtotal		= \$ -

Total Engineering Cost: (I+II+III) = \$ 23,554.00