

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this "**Agreement**") is made as of _____, 20__, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and Pinellas County,, a political subdivision of the State pf Florida ("Agency") (jointly, the "Parties").

EXPLANATORY STATEMENT

1. The Agency wishes to facilitate the development of the proposed Joe's Creek survey, creek restoration adjacent to CSXT-owned property and new trail under a CSXT-owned rail line, near MP ARE-894.22 Florida Division, Clearwater Sub, in St. Petersburg, Pinellas County, FL, (the "**Project**").
2. The Agency, through its Public Works Department, has requested that CSXT provide certain necessary engineering and/or design services for the Project to facilitate the Parties' consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, 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 CSXT 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 CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT 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 CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.
- 1.2. Effect of CSXT 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**"), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT's requirements. CSXT 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 CSXT'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 CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the Parties at a future date. Furthermore, the Agency acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
3. Reimbursement of CSXT Expenses.
 - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, in accord with Section 112.061 Florida Statutes, (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 CSXT pursuant to applicable law (collectively, the "**Reimbursable Expenses**"). Such reimbursement will not exceed **\$30,985**, unless a different amount is approved in writing through an amendment to this agreement.
 - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$25,985** (the "**Estimate**" as amended or revised). In the event CSXT 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. CSXT 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 submit advance deposit payment to CSXT in the amount of the Estimate, along with a copy of the **CSXT Schedule PA** form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. Such requests, cumulatively, will not exceed an additional **\$5,000** over the Estimate. CSXT 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. If the anticipated additional Reimbursable Expenses will result in a total amount (including the Estimate) that exceeds the not-to-exceed amount set forth in Section 3.1, then CSXT will not incur such additional expenses until the Agency has confirmed by written amendment to this agreement that the additional funds have been appropriated. The Agency will not be liable for any expenses incurred over the not-to-exceed amount absent such an amendment.
 - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from

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Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, up to the not-to-exceed amount set forth in Section 3.1, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT 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 CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT 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) CSXT 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 CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate and any potential overage, for the not-to-exceed amount established in Section 3.1; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved in advance by Agency; and (iii) Agency shall promptly notify CSXT 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 CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT 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 CSXT 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 CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT 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 CSXT 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, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT 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

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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 email, 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 CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: Pinellas County Government – Public Works Department
14 S. Ft. Harrison Ave
Clearwater, Florida 33756
Attention: Paul L. Miselis

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. CSXT 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 CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Governing Law & Venue. 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 Duval County, Florida, and the Parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.
12. Compliance with Applicable Laws. The Parties will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and all Products and Services furnished, including those of Federal, State, and local agencies having jurisdiction and authority. CSXT makes the following attestations and will comply with the following laws to the extent they are applicable:
 - 12.1. Human Trafficking. As required by Section 787.06(13), Florida Statutes, the undersigned attests under penalty of perjury that CSXT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Signor attests that they are authorized to make this attestation on behalf of CONTRACTOR.

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- 12.2. Diversity, Equity, & Inclusion (DEI). As required by Section 287.139, Florida Statutes, if this Agreement is executed or renewed after January 1, 2027, CSXT certifies that the CSXT does not, and will not, use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1).
- 12.3. E-Verify. CSXT must register with and use the E-verify system in accordance with Florida Statute 448.095. Contractor will insert in any subcontracts the requirement that the subcontracts comply with this Statute and include these clauses in any lower tier subcontracts. CSXT will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with this clause.

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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.

PINELLAS COUNTY

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Name: Scott Willis
Title: Project Manager II – Public Projects

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CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: St. Petersburg, Pinellas Co., FL Joe's Creek survey, creek restoration and new trail underpass, DOT TBD, Clearwater Sub, near MP ARE-894.22

CSXT OP# _____ (To be filled in by CSXT)

Payment may be made via paper check or ACH/EFT payment as detailed below.
Payment due prior to work commencing.

*****Mail a Check*****

Mail this form (via USPS only),
along with your paper check (do not
send the Agreement) to the following

address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

OR

*****ACH/EFT Payment*****

Submit Payment to:

**CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192**

**Acct # 1219082172
ACH ABA# 267084199**

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

**Scott Willis
Project Manager II - Public Projects
Scott_Willis@csx.com
Monica_Grantmack@csx.com
904-359-1405**

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

Sponsor Name

Payment Date

Check #

Amount

ACCT. CODE : 709 - TBD

Form Revision

20251029-B

ESTIMATE SUBJECT TO REVISION AFTER: 4/10/2027		DOT NO.:	
CITY: St. Petersburg	COUNTY: Pinellas	STATE: FL	
DESCRIPTION: PE review for Joes Creek survey, Creek restoration and new Trail underpass.			
DIVISION: Florida	SUB-DIV: Clearwater	MILE POST: ARE-894.22	
AGENCY PROJECT NUMBER:			

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services	\$	25,985
Subtotal	\$	25,985

CONSTRUCTION ENGINEERING/INSPECTION:

Contracted & Administrative Engineering Services	\$	-
Subtotal	\$	-

FLAGGING SERVICE: (Contract/CSX Labor)

Engineering Labor (Foreman/Inspector/Flagman)	0	Days @	\$ 700.00	\$	-
Additive	168.10%	(Engineering Department)		\$	-
Subtotal				\$	-

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

CONTRACT WORK:

\$ -

PROJECT SUBTOTAL:

\$ 25,985

CONTINGENCIES: 0.00%

\$ -

PROJECT TOTAL:

\$ 25,985

CURRENT AUTHORIZED BUDGET:

\$ -

TOTAL SUPPLEMENT REQUESTED:

\$ 25,985

DIVISION OF COST:

Agency	100.00%	\$	25,985
Railroad	0.00%	\$	-
		\$	25,985

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: STV

Approved by: KSW

CSXT Public Project Group

DATE: 04/06/26

REVISED:

DATE: 04/10/26