

EXECUTION COPY

Agreement No.: _____
Financial Project I.D.: 412994-8-82-01
F.E.I.D. No: F546000720-021
Procurement No.: SS-DOT-09/10-5005-OS
D.M.S. Catalog Class No.: 908-540

ORIENTATION SERVICES AGREEMENT

THIS ORIENTATION SERVICES AGREEMENT (this "Agreement"), made as of the 25th day of July, 2011, by and between STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION whose address is Haydon Burns Building, 605 Suwannee Street, Tallahassee, FL 32399-0450 (hereinafter referred to as "State") and CSX TRANSPORTATION, INC., a Virginia corporation, whose address is 500 Water Street, Jacksonville, FL 32202 (hereinafter referred to as "CSXT"). Except as otherwise provided herein or unless the context otherwise requires, capitalized terms have the meanings assigned to such terms in accordance with Appendix A and Appendix B to the Transition Agreement as that agreement and those appendices have been or may be amended.

WHEREAS, Section 4(c)(11) of the Transition Agreement contemplates that CSXT will (1) provide orientation and training to State personnel and the Operation and Maintenance Contractor selected by State who will be involved in dispatching of the State Property after termination of the Dispatching Services Agreement; (2) provide orientation on rules and procedures to the management of the Operation and Maintenance Contractor and the Design/Build Contractor who will design, engineer and construct the Commuter Rail System; and (3) make available certain supervisors for a period of time as provided herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties hereto, intending to be legally bound, UNDERSTAND AND

AGREE AS FOLLOWS:

Section 1. Dispatcher Training.

(a) CSXT shall make available training using the US&S simulator (the "Simulator"), as applied to the Central Florida Dispatcher Desk territory, including typical dispatching scenarios that include CSXT and Amtrak trains for the purpose of training personnel of the State and the State's Operations and Maintenance Contractor who will be involved with dispatching the State Property. The training shall take place at a mutually agreeable location on a mutually agreeable schedule but concluding no later than thirty (30) days prior to the end of CSXT dispatch of the State Property pursuant to the Dispatching Services Agreement. CSXT shall be paid Four Hundred and Fifty dollars (\$450.00) per day per use of the Simulator. The Simulator can accommodate up to twelve (12) students per day. The fee includes the cost of the instructor, print-based materials, and job aides. The training duration shall not exceed twenty (20) classroom days. The trainees shall consist of management and dispatcher personnel of State's Operation and Maintenance Contractor, with an estimated class size of eight (8) students.

(b) There shall be no payment or reimbursement for travel expenses for the services to be provided by CSXT pursuant to this Section.

Section 2. Operating Rules Training.

(a) CSXT shall provide orientation on Operating Rules to Trainers and Examiners of State and of the State's Design/Build Contractor, Operations and Maintenance Contractor, and such other contractors that State may retain. Training under this Section shall take place at a mutually agreeable location and in the field on the State Property as mutually agreed by CSXT and State. It is the intent of this training to provide the Trainers and Examiners of State and its contractors

with the basis for teaching the CSXT Operating Rules to contractor dispatcher, field maintenance and Train & Engine crews. It is not the intent of this training for CSXT to train or qualify the management team, dispatchers, field maintenance personnel or Train & Engine crews of the State's contractors in CSXT Operating Rules. CSXT agrees to provide a royalty-free license limited to application on the Central Florida Corridor for the use of print-based materials, job aides, on-line test tools and computer-based training.

(b) CSXT shall be paid the amount of Six Thousand dollars (\$6,000.00) for each class of up to sixteen (16) students per class. Orientation will include up to four (4) weeks classroom instruction and up to two (2) weeks field/hands-on work. The fee includes the cost of the instructor, print-based materials, job aides, use of on-line test tools and computer-based training.

(c) There shall be no payment or reimbursement for travel expenses for the services to be provided by CSXT pursuant to this Section.

(d) There will be one class before Closing for train the trainer ("Train the Trainer") operating rules. A maximum of two additional Train the Trainer classes will take place after Closing but prior to the Commencement Date. Because the syllabus for the second and third Train the Trainer class will be different from the first and each other, CSXT requires no less than ninety (90) days notice prior to the scheduled date of each of the second and third class (CSXT will seek to minimize that period depending on the syllabus).

Section 3. Maintenance of Way Supervisors.

(a) CSXT shall make available the supervisory (non-represented) employees identified below for consultation and familiarization for a minimum of five (5) mutually agreeable work days within the first sixty (60) days after Closing for State and State's contractor personnel. Such CSXT supervisory personnel shall continue to work their normal work assignment times

during this period.

(b) The CSXT supervisory personnel to be made available are:

(i) CSXT Roadmaster presently responsible for the majority of the State Property trackage limits;

(ii) CSXT Signal Manager responsible for the majority of the signals and interlockings within the limits of State Property;

(iii) CSXT Bridges Manager responsible for managing the inspection and maintenance of the bridges and culvert structures within State Property; and

(iv) CSXT Communications Manager responsible for the majority of the radio installations and communications within the limits of State Property.

(b) CSXT will be compensated at the rate of Three Hundred Sixty-five dollars (\$365.00) per person per position per day.

(c) There shall be no payment or reimbursement for travel expenses for the services to be provided by CSXT pursuant to this Section.

Section 4. Term.

This term of this Agreement shall commence on that day that the first Train the Trainer operating rules class occurs, which is currently expected, but not guaranteed, to be mid-August 2011 and shall continue until the Commencement Date.

Section 5. Liability.

Notwithstanding any other provision of this Agreement to the contrary, Section 19 and Section 21 of CFOMA shall govern the liability of the parties hereto whenever any loss of, or damage to or destruction of any property whatsoever or injury to or death of any person or

persons whomsoever occurs under this Agreement, with the same force and effect as if set forth herein in full.

Section 6. Standard Provisions.

(a) Before making any additions or deletions to the services described herein, and before undertaking any changes or revisions to such services, the parties shall negotiate any necessary cost changes and shall enter into an amendment covering such services and compensation. Reference herein to this Agreement shall include any amendment(s).

(b) CSXT agrees to provide project schedule progress reports in a format acceptable to State and at intervals established by State. State shall be entitled at all times to be advised, at its request, as to the status of services being done by CSXT and of the details thereof. Coordination shall be maintained by CSXT with representatives of State, or agencies of State interested in the project on behalf of State. Either party to this Agreement may request and be granted a conference.

(c) All payments by State under this Agreement shall be made after satisfactory performance of the services. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(d) Participants providing goods and services to the State should be aware of the following time frames. Upon receipt, the State has five (5) working days to inspect and approve the goods and services. The State has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the later of the date the invoice is received or the goods or services are received, inspected, and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice

amount, to CSXT. Interest penalties of less than one (1) dollar shall not be enforced unless CSXT requests payment. Invoices which have to be returned to CSXT because of CSXT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to State.

(e) The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which CSXT shall pay to State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to CSXT. If automatic deduction is not possible, CSXT shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, CSXT certifies their correctness. All such reports and payments shall be subject to audit by State or its designee. CSXT shall receive a credit for any transaction fee paid by CSXT for the purchase of any item(s) if such item(s) are returned to CSXT through no fault, act, or omission of CSXT. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is requested or returned, or declined, due to CSXT's failure to perform or comply with specifications or requirements of the Agreement.

(f) A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The vendor ombudsman may be contacted at (850) 413-5516.

(g) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to State at all times during the period of this Agreement and for five (5)

years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to State upon request. Records of costs incurred shall include CSXT's general accounting records and the project records, together with supporting documents and records of CSXT and all subcontractors performing work on the project, and all other records of CSXT and subcontractors reasonably required by State for a proper audit of project costs.

(h) The Department of Transportation (the "Department"), during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

(i) CSXT shall carry and keep in force the insurance to the extent required by Section 21(f) of CFOMA.

(j) Section 15(b) of CFOMA concerning public access to documents shall apply to all documents made or received by CSXT on behalf of State under this Agreement with the same force and effect as if set forth herein in full.

(k) CSXT shall comply with all federal, state, and local laws and ordinances applicable to the

work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

(l) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date being placed on the convicted vendor list.

(m) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.

(n) The Department shall consider the employment by CSXT of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act.

(o) Pursuant to Section 216.347, Florida Statutes, CSXT may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

(p) CSXT shall maintain an adequate and competent staff so as to enable CSXT to timely

perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to State, other than those costs within the limits and terms of this Agreement. CSXT is fully responsible for satisfactory completion of all subcontracted work. CSXT, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of State.

(q) CSXT and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. CSXT agrees to include this provision in all of its subcontracts under this Agreement.

(r) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

(s) It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(t) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(u) The dispute resolution and arbitration process of Section 17 of CFOMA is hereby incorporated into this Agreement.

(v) Time is of the essence as to each and every obligation under this Agreement

(w) The default and breach provisions of Section 16 of CFOMA are hereby incorporated into

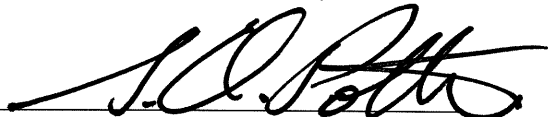
this Agreement. Venue for any legal proceedings under this Agreement shall be in Leon County, Florida.

(x) In compliance with State of Florida Executive Order Number 11-116, CSXT will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CSXT during the term of this Agreement, and will include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, pursuant to due corporate and statutory authority, have caused their names to be signed hereto by officer(s) or official(s) hereunto duly authorized to be hereunto affixed as of the day and year first above written.

CSX TRANSPORTATION, INC.

By: 
Print Name: Steven Potter
Title: Assistant Vice President
Network Planning and Joint Facilities

**STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION**

By: _____
Print Name: Ananth Prasad
Title: Secretary

LEGAL REVIEW:

Special Counsel

APPROVED AS TO FINANCIAL TERMS
AND FUNDS ARE PROGRAMMED

Office of the Comptroller


[signature page of Orientation Services Agreement]

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