

CS-21-120

BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM3109

GENERAL INFORMATION

Requesting Department Engineering Services

Contact Person: Robert Companion

Telephone: (904) 530-6225 Fax: () _____ Email: rcompanion@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: First Coast Railroad

Address: 13901 Sutton Park Dr., Jacksonville, FL 32224

City State Zip

Contractor's Administrator Name: Greg Breaston Title: Manager, Public Projects

Telephone: (904) 999-3378 Fax: () _____ Email: greg.breaston@gwrr.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Greg Breaston

Authorized Signatory Email: greg.breaston@gwrr.com

CONTRACT INFORMATION

Contract Name: Railroad Design Review for Chester Road intersection improvements

Description: First Coast Railroad Requires Reimbursement for Review of Engineering Design Plans

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: Payable upon execution of agreement Amount per Period: _____

Total Amount of Contract: \$15,000.00

APPROXIMATE IF NECESSARY

Source of Funds: 63470541-563365 PDCII Termination/Cancellation: _____

Authorized Signatory: Taco E. Pope

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: _____ to: _____

Status: New _____ Renew _____ Amend# _____ WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: _____ Increased Amount of Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amendment Amount: _____

Continued on next page

CHECKLIST		
<i>Complete and attach before sending contract for final signature</i>		
Requirement	Description	Certified Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	TB
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	TB
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	TB
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	TB
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	N/A
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	TB
Term of Contract	Start and end dates of contract are included. Any renewals are included.	TB
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	N/A
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	N/A
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	TB
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	N/A
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	TB

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Robert Companion 1/5/2022 Engineering Services
Department Head Signature Date Submitting Department
2. Marshall Eyerman 1/6/2022 63470541-563365 PDCII
Procurement Date Funding Source/Acct #
3. Marshall Eyerman 1/6/2022 AR 1/6/2022
Office of Management & Budget Date
4. Denise C. May, Esq., BCS 1/7/2022
County Attorney/Contract Management Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Poppy AICP 1/7/2022
County Manager Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
 Copies: Department: Procurement; Office of Management & Budget; County Attorney; Contract Management; Clerk Finance

Engineering Cost Reimbursement Agreement

This Cost Reimbursement Agreement (the "Agreement") dated as of January ^{1/7/2022} ~~1~~, 2022 ("Effective Date") is between First Coast Railroad Inc. (FCRD), a Delaware Corporation, ("Railroad") with an address of 13901 Sutton Park Drive, Jacksonville, Florida. 32224 and County of Nassau, FL., with an address of 96161 Nassau Place, Yulee, FL. 32097 ("Agency").

WHEREAS, Railroad and Agency agree that certain improvements are necessary in connection with the Installation of New Automated Warning Devices at the at grade crossing located at Chester Road Widening, DOT # 620804A (the "Improvements"); and

WHEREAS, the parties agree that the estimated total cost of Railroad's engineering review services of the Improvements (the "Services") is estimated not to exceed \$15,000.00 ("Estimated Services Cost"); and

WHEREAS, this Agreement provides for Agency's reimbursement of Railroad for the costs that will be incurred by Railroad to complete the Services, subject to the terms and conditions set forth herein.

NOW THEREFORE, in view of the foregoing statements, which form the factual basis of this Agreement and in further view of other good and valuable consideration, the parties agree as follows:

1. SERVICES.

(a) Railroad agrees to perform engineering review of the Improvements (the "Services");

The complete review of the proposed project plan set up to and including the sale of the warning device upgrade project to pre-approved Railroad Vendors.

(b) Agency agrees to reimburse Railroad for all costs and expenses (including overhead) incurred by Railroad in connection with Railroad's performance of the Services, in accordance with Section 3 below.

(c) RAILROAD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR THERE SHALL BE EXCLUDED THE IMPLIED WARRANTY OF MERCHANTABILITY AS WELL AS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

(d) Railroad shall complete the Services no later than December 30, 2022 (the "Completion Date").

2. Term.

The term of this Agreement shall commence on the Effective Date and continue until the Completion Date. Extensions of the Completion Date may be made upon mutual agreement between

the parties; provided, however, Railroad's obligation to invoice as set forth in Section 3 and Agency's obligation to make payment, as set forth in Section 1, shall survive termination of this Agreement.

3. Invoicing for Reimbursement of Expenses.

(a) Upon completion of the Services, Railroad will invoice Agency for Railroad's costs and expenses (including overhead) incurred by Railroad with respect to the Services and provide Agency with a written invoice evidencing those costs and such other supporting documentation to substantiate those costs as Agency may reasonably request.

(b) Invoices for Services shall be paid by Agency in accordance with Florida's Local Government Prompt Payment Act.

(c) If Agency disputes any invoice, then it may withhold payment only on that portion disputed and pay the remainder by the due date. For purposes of this provision, an invoice is "disputed" by Agency only if Agency (i) notifies Railroad in writing within thirty (30) days after receipt of the invoice that it is disputed, (ii) specifies in such writing the amount disputed, (iii) pays within the time due any amount not disputed and (iv) provides Railroad any documentation or other relevant information substantiating the amount disputed.

4. Miscellaneous.

(a) This Agreement represents the complete and entire understanding of the parties regarding the Services and supersedes any prior drafts of this Agreement and any oral agreements regarding the Services.

(b) This Agreement has been executed by the authorized officials of the parties and may not be amended unless in writing and signed by the authorized officials of the parties.

(c) This Agreement is the result of the mutual negotiations of the parties and shall not be construed against either of them as the drafter. Any interpretation or enforcement of this Agreement shall be governed by the laws of the State of Florida.

(d) This Agreement may not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld or delayed.

(e) Any waiver of any provision must be in writing and issued by the party granting the waiver. The waiver applies only for the specific facts contained in the waiver and is not construed as a waiver of such facts for the future.

(f) No party shall be liable to the other party for any consequential, indirect, incidental, exemplary, special or punitive damages (including but not limited to, cost of capital, decline in market value, business interruption expenses, attorneys' fees and lost sales) of any kind arising out of this Agreement regardless of whether the party against whom such damages might be otherwise sought knew or reasonably should have known of the possibility of such damages.

(g) This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged electronically, and any

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electronic version of any party's signature shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the parties have caused duly authorized representatives to execute this Agreement as of the date first written above.

First Coast Railroad Inc.

County of Nassau, FL

By: James Irvin, President

By: Taco E. Pope AICP

Name: James Irvin

Name: Taco E. Pope

Title: President

Title: County Manager

Date: 2/3/2022

Date: 1/7/2022

Attachment B

CM3109

Force Account Estimate

Preliminary

Railroad:	First Coast Railroad INC. (FCRD)	Region:	Southern
Agency:	County of Nassau	State:	Florida
DOT #:	620804A	COUNTY:	Nassau
ROADWAY:	Chester Road	CITY:	Yulee
DESCRIPTION:	Oversight and engineering of the proposed widening of the subject roadway, new warning devices, at grade surface, plan review upto and including the bid of the project to a certified Railroad Vendor. (PE). CE, Installation, and final Inspection will be seperate Agreement and estimate (FAE)		
AGENCY PROJECT NUMBER:	0	ESTIMATE SUBJECT TO REVISION AFTER:	02/28/22

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services	\$	15,000
Subtotal	\$	15,000

CONSTRUCTION & CLOSEOUT:

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

FLAGGING SERVICE:

Contracted or Railroad Flagmen Services	0	Days	\$	-
Subtotal			\$	-

UTILITY WORK:

Power Service	\$	-
Other	\$	-
Subtotal	\$	-

CONTRACT WORK:

Crossing Warning System	\$	-
Crossing Surfacing	\$	-
Subtotal	\$	-

RAILROAD TRACK:

Labor & Material	\$	-
Subtotal	\$	-

RAILROAD SIGNAL & COMMUNICATION:

Labor & Material	\$	-
Subtotal	\$	-

PROJECT SUBTOTAL:

Public Project Admin:	4.00%	\$	15,000
Contingencies:	0.00%	\$	-

PROJECT TOTAL:

*****	\$	15,000
<u>CURRENT AUTHORIZED BUDGET:</u>	\$	-
<u>TOTAL SUPPLEMENT REQUESTED:</u>	\$	15,000

DIVISION OF COST:

Agency	100.00%		\$	15,000
Railroad	0.00%		\$	-

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

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 the railroad 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.

Estimated prepared by: TJD	Approved by: 0	Public Project Department
DATE: 09/01/21	REVISD: 09/01/21	DATE: 09/01/21

Certificate Of Completion

Envelope Id: 8281AC05034F45F69B332BB15962A1C7
 Subject: Please DocuSign: CAF First Coast RR 1-5-21.pdf
 Source Envelope:
 Document Pages: 8
 Certificate Pages: 6
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

 Envelope Originator:
 Tyler Blair
 tblair@nassaucountyfl.com
 IP Address: 50.238.237.26


Record Tracking

Status: Original
 1/5/2022 4:45:22 PM
 Holder: Tyler Blair
 tblair@nassaucountyfl.com

Location: DocuSign

Signer Events

Robert Companion
 RCompanion@nassaucountyfl.com
 County Engineer
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)

Signature


 Signature Adoption: Pre-selected Style
 Using IP Address: 76.229.217.212
 Signed using mobile

Timestamp
 Sent: 1/5/2022 5:03:50 PM
 Viewed: 1/5/2022 5:17:35 PM
 Signed: 1/5/2022 5:18:09 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Marshall Eyerman
 MEyerman@nassaucountyfl.com
 Assistant County Manager
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)




 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 1/5/2022 5:18:11 PM
 Viewed: 1/6/2022 7:38:57 AM
 Signed: 1/6/2022 7:39:58 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Alan Rosen
 arosen@nassaucountyfl.com
 Interim OMB Director
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)



 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 1/6/2022 7:40:00 AM
 Viewed: 1/6/2022 4:12:05 PM
 Signed: 1/6/2022 4:12:58 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Marshall Eyerman
 MEyerman@nassaucountyfl.com
 Assistant County Manager
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)




 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 1/6/2022 4:13:01 PM
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 Signed: 1/6/2022 5:47:26 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Denise C. May, Esq., BCS dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	CM3109 Sent: 1/6/2022 5:47:28 PM Viewed: 1/7/2022 8:39:29 AM Signed: 1/7/2022 8:39:59 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 Signed using mobile	Sent: 1/7/2022 8:40:02 AM Viewed: 1/7/2022 1:55:40 PM Signed: 1/7/2022 1:56:07 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

James Irvin, President jirvin@gwrr.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.55.97.138	Sent: 2/3/2022 10:03:57 AM Resent: 2/3/2022 10:06:53 AM Viewed: 2/3/2022 10:47:23 AM Signed: 2/3/2022 10:48:01 AM
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Electronic Record and Signature Disclosure:
Accepted: 2/3/2022 10:47:23 AM
ID: a28d1ef0-097c-41a1-9b6f-36cce3ae5cde

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Greg Breaston Greg.breaston@gwrr.com Security Level: Email, Account Authentication (None)		Sent: 1/7/2022 1:56:09 PM Resent: 1/7/2022 2:01:58 PM Resent: 1/7/2022 2:02:17 PM Resent: 1/28/2022 10:30:56 AM Resent: 2/3/2022 10:03:56 AM
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Electronic Record and Signature Disclosure:
Accepted: 1/7/2022 2:50:52 PM
ID: 73de0c97-668e-42a2-855d-59d4f594ce3b

James Daniel james.daniel@gwrr.com Security Level: Email, Account Authentication (None)		Sent: 2/3/2022 10:03:57 AM Viewed: 2/3/2022 10:07:06 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Robert Companion RCompanion@nassaucountyfl.com County Engineer Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/3/2022 10:48:04 AM
Shelley Caldwell scaldwell@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/3/2022 10:48:04 AM
BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059	COPIED	Sent: 2/3/2022 10:48:05 AM
Clerk Services clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/24/2022 11:47:51 AM ID: c578204b-138e-4b31-a24f-82d040e40d69	COPIED	Sent: 2/3/2022 10:48:06 AM
RLS Distro RLSDistribution@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/3/2022 10:48:07 AM
Witness Events		
	Signature	Timestamp
Notary Events		
	Signature	Timestamp
Envelope Summary Events		
	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/5/2022 5:03:51 PM
Certified Delivered	Security Checked	2/3/2022 10:47:23 AM
Signing Complete	Security Checked	2/3/2022 10:48:01 AM
Completed	Security Checked	2/3/2022 10:48:07 AM
Payment Events		
	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.