

Project: Rockville, Montgomery County, Maryland – Proposed painting of CSX Bridge BA-16.72 over Park Road; DOT #141366C; Milepost BA-16.72; Central Zone; Metropolitan Subdivision; CSXT OP# MD0578

RIGHT OF ENTRY AND INDEMNITY AGREEMENT

FOR

BRIDGE PAINTING (AESTHETIC)

This Agreement is made and effective as of _____, by and between CSX TRANSPORTATION, INC., a Virginia corporation, with a mailing address of 500 Water Street, Jacksonville, Florida 32202, hereinafter called “CSXT,” and MAYOR AND COUNCIL OF ROCKVILLE, a body corporate and political subdivision of the State of Maryland, hereinafter called “AGENCY”.

WHEREAS, CSXT controls and operates a right of way and bridge located within the Central Zone, Metropolitan Subdivision, at DOT# 141366C, milepost BA-16.72 over Park Road in Rockville, Montgomery County, Maryland (“the Property”);

WHEREAS, AGENCY has submitted a written request to enter the Property and to clean and paint the facing of the bridge (the “Project”) as described in Exhibit A, attached and incorporated by reference; and

WHEREAS, CSXT is willing to grant AGENCY the limited right and permission to enter upon the Property for the limited purpose of performing the Project;

NOW, THEREFORE, CSXT hereby grants to AGENCY the right and permission to enter upon the Property for the purpose of performing the Project, subject to the terms and conditions set forth below:

1. TERM AND SCOPE

From the period starting from the date of execution of this Agreement, through the date that is one year from such date unless further extended by mutual agreement of the parties (the “Term”), AGENCY, through its employees, agents, contractors, subcontractors, and/or other representatives (each, a “Designee” and collectively, “Designees”), may, only once (meaning not on a repetitive basis) enter the Property and perform the Project (the “Work”). Notwithstanding the foregoing, provided that CSXT shall first have approved the specifications therefore, as set forth in Section 2 hereof, AGENCY may also engage in periodic spot painting to remove graffiti (the “Spot Painting”).

2. PROJECT

A. All plans, specifications, drawings and other documents necessary or appropriate to the design and performance of the Project, including but not limited to paint color and temporary attachment specifications (if any), shall be prepared, at AGENCY’s sole cost and expense, by AGENCY or its Designees. Such plans shall be submitted to CSXT for review and approval of CSXT at least thirty (30) days prior to starting the Work or Spot Painting. The specifications for Spot Painting must include the paint color (which must be

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compatible with the most recent paint applied), application method (e.g. spray, brush, etc.), and structure access/reach equipment type (e.g. ladders, man lifts, etc.). CSXT may require paint removal prior to Spot Painting for safety reasons; if so, AGENCY must also submit a paint removal method (e.g. sand-blasting, chemical removal, etc.). **No Work or Spot Painting may begin until CSXT has approved the plans and specifications.** By its review or approval of plans pursuant to this Agreement, CSXT signifies only that such plans and performance of the Work and Spot Painting in accordance with such plans satisfy CSXT's requirements.

B. Upon receipt of the specifications, CSXT's authorized representative will determine and inform AGENCY whether a flagman need be present and whether AGENCY need implement any special protective or safety measures. If a flagman is required, AGENCY shall notify CSXT's authorized representative and arrange for safety protection in accordance with this Agreement.

C. The Work and Spot Painting shall be performed in accordance with good and sound practices, to the satisfaction of CSXT's authorized representative in a manner to avoid accidents, damages, unnecessary delays to or interference with the continuous and uninterrupted use of CSXT tracks or other operations, including train, signal, telephone and communication services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's property or right-of-way. Under no circumstances shall Work or Spot Painting affect the operations or safety of trains. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, AGENCY shall make such provision.

D. The Project shall be designed and the Work and Spot painting performed at no cost, expense or liability to CSXT.

3. COMMENCEMENT OF WORK; AUTHORITY OF CSXT REPRESENTATIVE

A. AGENCY shall not commence any Work on CSXT Property until AGENCY has:

1. Notified CSXT in writing of the date that it expects Work or Spot Painting to commence on the Project. Such notice must be received by CSXT at least ten (10) business days in advance of the date AGENCY proposes to begin Work or Spot Painting on the Property. The notice must refer to this Agreement by date.
2. Obtain authorization from CSXT's authorized representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which AGENCY must comply.

B. CSXT retains the paramount right to regulate all activities affecting its property and operations. CSXT's authorized representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her

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approval shall be obtained by AGENCY for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement.

4. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property.

B. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT's authorized representative, such inspection may be necessary.

C. Any CSXT expenses associated with flagging and inspection service shall be calculated, estimated, and reimbursed by AGENCY in the manner described in Section 10.

D. Should CSXT's authorized representative determine that flagging is necessary, AGENCY may attempt to coordinate the timing of the Work or Spot Painting with CSXT's authorized representative so that the Project may be performed during times that flagging is already ongoing at the Property.

5. SAFETY

A. CSXT will provide AGENCY with a copy of its safety rules and requirements prior to the commencement of the Work or Spot Painting. Any AGENCY personnel or Designee entering the Property must comply with CSXT's safety rules and requirements. Anyone not in compliance with these rules and regulations will be asked to leave the Property.

B. Before performing any Work authorized by this Agreement, AGENCY, at no expense to CSXT, will obtain all necessary permit(s) (including, but not limited to, zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. AGENCY expressly agrees and warrants that it shall conform and limit activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over the activities in the Project, including applicable provisions of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b), et al.).

6. ACCESS LIMITATIONS; STORAGE OF MATERIALS

A. This Agreement does not give AGENCY the right to cross CSXT property or tracks with vehicles, equipment or in any other matter other than at an existing and open public crossing. At no time will anyone performing the Work or Spot Painting be allowed beyond the bridge abutments on CSXT's property or be allowed on top of the bridge unless accompanied by CSXT personnel.

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B. AGENCY shall not store materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless AGENCY has received prior written permission from CSXT's authorized representative.

7. ENVIRONMENTAL

A. This Agreement does not include and expressly excludes the performance of any site investigation activities designed to determine environmental conditions on, about or beneath the Property.

B. AGENCY shall comply with all federal, state and local environmental laws and regulations in its work at the Property and shall perform the Work or Spot Painting in an environmentally protective manner, and shall prevent releases and spills of any materials that could harm human health or the environment, including but not limited to, hydrocarbon products, anti-freeze, spent mechanical draining, solvents, hazardous substances and hazardous wastes as defined in the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, respectively ("Environmental Substances"). AGENCY, at its expense, shall assume all responsibility for the investigation and cleanup of any release or discharge of any Environmental Substance at the Property that arises from the performance of any work, presence or other activity at the Property by AGENCY or its Designees. In addition to other liability terms contained in this Agreement, AGENCY agrees to indemnify, defend and hold harmless CSXT and CSXT's Affiliates from and against all environmental costs and expenses, including without limitation, all environmental analysis and cleanup expenses, fines and claims, or penalties arising from any work, presence or activity of the AGENCY or its Designees at the Property.

8. REMEDATION AND CLEAN-UP

AGENCY, upon completion of the Work or Spot Painting, shall (i) remove from the Property any equipment, surplus materials, or rubbish belonging to AGENCY or AGENCY's Designee; and (ii) leave CSXT Property to its original condition, satisfactory to CSXT's authorized representative.

9. INSURANCE AND WAIVERS

AGENCY shall (i) acquire or require AGENCY's Designee to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit B; (ii) require any individual not employed by AGENCY to execute the Waiver and Release Form attached hereto as Exhibit C; and (iii) require any Designee to execute the Acceptance by AGENCY Designee Form attached hereto as Exhibit D prior to entering CSXT property and/or commencing any Work or Spot Painting. Neither AGENCY nor AGENCY's Designee shall commence the Work or Spot Painting until

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such insurance policy or policies and forms have been submitted to and approved by CSXT's Risk Management Department.

10. CSXT'S COSTS AND EXPENSES; REIMBURSEMENT PROCEDURES

A. Reimbursable Expenses. AGENCY shall reimburse CSXT or shall cause AGENCY's Designee to reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, Work or Spot Painting (the "Reimbursable Expenses").

B. Estimate. CSXT has estimated the total Reimbursable Expenses as shown on Exhibit E (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 the total Reimbursable Expenses.

C. Payment Terms. Upon execution and delivery of this Agreement by AGENCY, AGENCY will deposit with CSXT a sum equal to the estimated Reimbursable Expenses, as shown by the Estimate. Following completion of the Project, CSXT shall submit to AGENCY a final invoice that reconciles the total costs incurred by CSXT against the total payments received from AGENCY. Notwithstanding the foregoing, in the event Licensee performs any Project work without permission or without protective services (such as flagging protection) as may be required by CSXT, no portion of Licensee's advance deposit will be refunded. AGENCY shall pay to CSXT the amount by which expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to AGENCY. In the event that the payments received by CSXT from AGENCY exceed the estimated expenses, CSXT shall remit such excess to AGENCY.

11. INDEMNIFICATION.

A. As a material inducement for entering into this Agreement, and without which CSXT would not enter into the same, AGENCY covenants and agrees that to the extent permitted by law, AGENCY shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, AGENCY or its Designees), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, AGENCY or its Designees), arising or resulting from the performance of this Agreement by AGENCY or any other person performing any work or service on the AGENCY's behalf on or about the Property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

B. Compliance with Laws. AGENCY shall comply, and shall require its Designees to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. AGENCY's

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Designees shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

C. “CSXT Affiliates”. For the purpose of this Agreement, CSXT’s affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

D. Survival. The provisions of this Section shall survive the termination or expiration of this Agreement.

12. CLAIMS

AGENCY shall promptly notify the CSXT’s authorized representative of any loss, damage, or injury arising out of or in connection with the Work or Spot Painting. AGENCY shall not create, permit or suffer any mechanic’s or materialmen’s liens of any kind or nature to be created or enforced against any property of CSXT for any such Work or Spot Painting performed.

13. MAINTENANCE

A. By AGENCY. Upon completion of the Project, AGENCY, or its Designee, shall be solely responsible for maintaining the aesthetic appearance of the Project, including taking any actions deemed necessary by CSXT, in its sole discretion, to address any damage or disfiguration due to vandalism or graffiti by Spot Painting, in accordance with Section 1. In the event AGENCY or its Designee fails to maintain the aesthetic appearance of the Project in a reasonable condition, as determined by CSXT in its sole discretion, CSXT, after due notice to AGENCY, may (i) require AGENCY to remove or paint over the mural, (ii) at AGENCY Designee’s sole cost and expense arrange for the mural to be removed or painted over, or (iii) take such action as it deems appropriate to restore the railroad bridge to a condition acceptable to CSXT. For purposes of this Section, “due notice” shall mean thirty (30) days’ notice unless CSXT, in its sole discretion, determines that an emergency condition exists, in which case, AGENCY or its Designee shall take immediate action.

B. By CSXT. CSXT shall not in any manner be restricted from (i) maintaining, repairing, replacing or renewing its tracks, all parts of the railroad bridge supports, signal and communication systems or any other rail facilities or its property as it deems appropriate or (ii) performing any actions required to reasonably support rail operations. Neither shall CSXT in any manner be responsible for any damage or disfiguration caused to the Project due to such work, actions, or railroad operations, nor

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shall CSXT be responsible for the aesthetic appearance of the mural or the area of the railroad bridge supports upon which the Project is painted, so long as AGENCY remains responsible for the maintenance of the Project.

C. Alterations. AGENCY shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

14. INDEPENDENT CONTRACTOR

The parties agree that neither AGENCY nor the AGENCY Designee shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by AGENCY or AGENCY's Representative, or the construction practices, procedures, and professional judgment employed by AGENCY or AGENCY's Representative to complete the Project. Notwithstanding the foregoing, this Section shall in no way affect the absolute authority of CSXT to prohibit AGENCY or AGENCY's Representative or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Property exist.

15. INTERPRETATION

AGENCY and CSXT each acknowledge that the terms, covenants, conditions, and provisions of this Agreement have been negotiated between and jointly authored by the parties hereto, and in consequence of this joint authorship, the parties agree that no term, covenant, condition or provision hereunder shall be construed more strictly against one party or the other hereto.

16. SEVERABILITY

The parties agree that if any part, term or provision of the Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable. If any provision or any part of a provision of the Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law, ordinance, rule or regulation, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

17. ENTIRE AGREEMENT

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This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of all parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. No modification or alteration of the terms hereof shall be binding unless such modification or alteration is in writing and executed by the parties.

18. NOTICES

All notices, consents and approvals required or permitted by this agreement shall be in writing and shall be deemed delivered; upon personal delivery, upon the expiration of three (3) business days following mailing by U.S. first class mail, or upon the next business day following mailing by a nationally recognized overnight carrier, 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.

TO CSXT: CSX Transportation, Inc.
4900 Old Osborne Turnpike
Richmond, VA 23231
Attention: Michael Liebelt

TO AGENCY: City of Rockville
111 Maryland Avenue
Rockville, MD 20850
Attention: James Woods

19. TERMINATION

CSXT and AGENCY shall have the right to terminate this Agreement upon notice for any reason.

Termination of this Agreement or 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 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 10.

20. WAIVER

If any 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 in no way be construed as a permanent waiver of any rights or obligations in this Agreement, nor in any way to affect the validity of this Agreement or any part hereof or the right of either party to thereafter enforce each and every such provision and to exercise any such right or

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option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

21. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the choice of law provisions thereof. Venue for any action arising from, or brought to enforce, this Agreement, shall vest exclusively in the state or federal courts located in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any state or federal court located in Duval County, Florida.

22. ASSIGNMENT

This Agreement shall be binding upon the parties hereto and upon all persons successor in interest to said parties. This Agreement shall not be assignable by AGENCY without the express written consent of CSXT.

[SIGNATURE PAGE FOLLOWS]

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BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on March 7, 2025.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

MAYOR AND COUNCIL OF ROCKVILLE

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Print Name: Michael Liebelt
Title: Project Manager II

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EXHIBIT A

PROJECT PLANS AND SPECIFICATIONS

I ❤️ ROCKVILLE





PAINTING OF EXISTING BRIDGE SURFACES FOR AESTHETICS

(BY AN OUTSIDE ENTITY)

1.0 Description. This Section provides the requirements for surface preparation and painting for use by an organization or an “Entity” outside of CSX that seeks to paint specific surfaces of existing CSX bridge structures (i.e. exterior fascia girders or other highly visible areas) to improve the aesthetics.

A. CAUTION: The existing coating system on some CSX bridge structures contains lead containing materials. The Entity performing the work shall conduct testing on its own using industry-recognized sampling and analytical test methods to determine actual lead concentrations in the paint being disturbed. If lead is present, the Entity shall review and comply with all requirements specified herein and all CSX, federal (including Federal Railroad Administration), state, and local requirements for worker protection, environmental protection, protection of the public and surrounding properties, and hazardous-waste management/disposal for the duration of the project. If the requirements of regulations are more stringent than the requirements specified herein, compliance with the regulatory requirements should take priority.

2.0 Materials. The coating system to be applied shall be in accordance with Part 5.0 of this Section. The products of one coating system from a single manufacturer shall be used for the painting work. Do not mix coating systems or products of different manufacturers.

3.0 Reference Standards. The most current edition of the following reference standards form a part of this Section:

A. American Society of Testing Materials (ASTM)

1. ASTM D4285, Standard Test Method for Indicating Oil or Water in Compressed Air

B. CSX Requirements

1. Safety Requirements
2. FRA On-Track Worker Safety Program
3. eRail-Safe

C. Code of Federal Regulations (CFR)

1. 29 CFR 1910, Occupational Safety and Health Regulations for General Industry
2. 29 CFR 1926, Occupational Safety and Health Regulations for the Construction Industry
3. Any other CFR regs that cover lead and asbestos?

D. Society for Protective Coatings (SSPC) and National Association of Corrosion Engineers (NACE)

1. SSPC-SP 1, Solvent Cleaning

2. SSPC-SP 3, Power Tool Cleaning
 3. SSPC-SP WJ-4/NACE WJ-4, Water-jet Cleaning of Metals – Light Cleaning
 4. SSPC-PA 1, Shop, Field, and Maintenance Painting of Steel
 5. SSPC-PA 2, Procedure for Determining Conformance to Dry Coating Thickness Requirements
 6. SSPC - Guide 6, Guide for Containing Debris Generated During Paint Removal Operations
 7. SSPC - Guide 7, Guide for the Disposal of Lead Contaminated Surface Preparation Debris
- E. Equipment and Coating Manufacturer Published Instructions

4.0 Surface Preparation: Surface preparation work shall be performed in accordance with the following:

- A. Ambient Conditions. Do not complete final surface preparation under damp environmental conditions such as during rain or fog, or when the surface temperature is less than 5°F greater than the dew point temperature of the surrounding air
- B. Protective Coverings. Install protective coverings, shields, or masking as necessary to protect all bridge and adjacent surfaces that are not designated to receive surface preparation or coating application. Containment requirements for the control of cleaning and paint application debris are described in 10.0.
 1. Maintain protective coverings during the entire period that the work is being performed, and remove upon completion of work.
- C. General Surface Cleaning. Use pressurized water cleaning at 3,500 to 5,000 psi over the entire surface in accordance with SSPC SP-WJ 4/NACE WJ 4 to remove dirt, chalk, grease, oil, loose coating, and other interference material. As an alternative to pressure washing, solvent cleaning in accordance with SSPC-SP 1 or manual scrubbing with stiff non-metallic bristle brushes and water may be used to achieve the same degree of cleanliness. Add detergents, as required, in order to thoroughly clean the surface. If mildew is present, add bleach to mitigate the mildew. See Parts 7.0 through 10.0 for collection and control of project waste and debris.
- D. Power Tool Cleaning. Supplement the above General Surface Cleaning methods by hand and power tool cleaning to remove all remaining loose rust, loose mill scale, and loose paint in accordance with SSPC-SP 2 and SP 3, respectively. Verify that the edges of the existing coating surrounding the areas is adherent by probing the edge with a dull putty knife.

- E. Surface Roughening. If required by the coating manufacturer, remove the gloss from the existing coating and superficially roughen the entire surface by manual or power sanding with a finely graded sandpaper to assure proper adhesion of the newly applied coating material.
- F. Removal of Residues. Remove all surface preparation residues (dirt, dust, etc.) from the surfaces by vacuuming, brushing, or blowing off with clean, dry compressed air. Do not use compressed air for blow down of coatings containing lead. Clean by vacuuming according to 4.0 G.
- G. Vacuum Shrouding and High Efficiency Particulate Air (HEPA) Filtration. If lead concentrations are present in the existing coatings, remove surface residues by HEPA vacuuming.
- H. Coating Application. Apply coatings within 12 hours after preparation and prior to the formation of rusting or deposition of contamination. If rusting or contamination of the surface occurs, restore the surface to the specified degree of cleaning.

5.0 Coating System: Use one of the following paint systems for field overcoating.

MANUFACTURER	FIRST COAT (DFT MILS)	SECOND COAT (DFT MILS)	THIRD COAT (DFT MILS)	TOTAL DFT (MILS)
Carboline	Rustbond Penetrating Sealer (1.0 to 2.0)	Carbocrylic 3359 (3.0 to 4.0)	Carbocrylic 3359 (3.0 to 4.0)	7.0 to 10.0
International Paint	Pre-Prime 167 Penetrating Sealer (1.0 to 1.5)	Devcryl 1440 (2.0 to 3.0)	Devcryl 1440 (2.0 to 3.0)	5.0 to 7.5
PPG-Ameron	Amerlock Sealer (1.0 to 2.0)	Amercoat 220P (2.0 to 3.0)	Amercoat 220P (2.0 to 3.0)	5.0 to 8.0
Sherwin Williams	Macropoxy 920 Pre-Prime (1.5 to 2.0)	Sher-Cryl HPA (2.5 to 4.0)	Sher-Cryl HPA (2.5 to 4.0)	6.5 to 10.0

- A. Technical Information: Maintain copies of the manufacturer's product data sheets, application instructions and material safety data sheets on the job-site at all times.
- B. Color. The finish coat color shall match the color of the existing finish coat on the bridge.
- C. Shelf Life. Do not use coatings with an expired shelf life.
- D. Mixing and Thinning. Mix and thin the coatings in accordance with the manufacturer's technical product information. Confirm that the thinned coating complies with local, state, and Federal VOC requirements.

6.0 Coating Application. Coating application shall be performed in accordance with the manufacturer's product data sheet and as follows:

- A. Application Conditions. Coatings shall be applied and dried in accordance with the environmental conditions (air and surface temperatures, relative humidity, and dew point limits) specified on the coating manufacturer's product data sheet. The surface of the steel shall be dry when the paint is applied. Dry times between coats shall be in accordance with the manufacturer's instructions based on the prevailing ambient conditions.
- B. Dry Film Thickness. The dry film thickness of each coat shall be measured using a magnetic dry film thickness gage to ensure compliance with the dry film thickness listed in Part 5.0 of this Section. Comply with the manufacturer's instructions and SSPC-PA 2 for the adjustment and use of the gages.
 - 1. Areas of insufficient thickness shall receive additional coating. Excessive coating thickness shall be examined for cracking, peeling, lifting, or loss of adhesion, etc. If any of these defects occur, the defective areas shall be repaired in accordance with this Section.
- C. Film Continuity. The applied coating shall be smooth and free of skips, misses, shadow-through, overspray, dry spray, runs, sags, and other film defects. Defective areas shall be repaired in accordance with this Section.
- D. Coating Coverage. Pay special attention during application of each coat to assure complete coverage in crevices, on welds, edges, and in hard to reach areas and irregular surfaces such as back-to-back angles, bolts, nuts, etc.
- E. Touch-Up Repair of Damaged or Unacceptable Coating. If damage to the newly applied coating occurs or is otherwise unacceptable, remove to defective coating by power tool cleaning, and solvent clean/wash to remove surface debris. Re-apply the coating system specified herein in accordance with this Section and as follows:
 - 1. When the original substrate is exposed in the repair area, apply all coats of the system to the specified thickness.
 - 2. When the damage does not extend to the original substrate, apply only the affected coats.
 - 3. Maintain the thickness of the system in overlap areas within the specified total thickness tolerances.

7.0 Waste Handling and Control. Collect, handle, store, and transport and dispose of all project waste in accordance with CSX, local, State, and Federal requirements.

- A. Waste Containing Lead. Keep all waste containing lead in the vacuum containers attached to the vacuum shrouded power tools. Vacuum all debris from the ground covers using High Efficiency Particulate Air (HEPA) filtration vacuum equipment.
- B. If water cleaning methods are used when the existing coatings contain lead, collect, containerize, and properly dispose of all waste water.



- 8.0 Worker Protection.** Comply with all CSX, local, OSHA, State, and Federal, including Federal Railroad Administration, requirements for worker protection and safety from exposure to all jobsite hazards, including exposure to lead.
- A. Use items such as ribbons, barricades, and/or signs around the perimeter of the work area to prevent access by unauthorized personnel and/or the general public.
 - B. Notify CSX immediately at 1-800-232-0144 in the event that any persons, including workers, sustain an injury of any kind at the jobsite or associated with the work.
- 9.0 Environmental Protection.** Protect the environment from exposure to project dust and debris, lead and other hazardous substances in accordance with CSX, State and Federal, including Federal Railroad Administration requirements.
- A. Do not allow visible emissions to escape the work area.
 - B. If any release or spill occurs as a result of work activities, immediately notify CSX at 1-800-232-0144.
 - C. Conduct all necessary cleaning and remediation of any release or spill.
- 10.0 Containment.** Install containment in the work area to prevent dust and surface preparation debris from escaping the work area.
- A. Pressure Washing
 - 1. When lead is present in the paint, use water impermeable ground covers to capture all water and paint removal debris for proper disposal. When lead is not present, mesh ground coverings are acceptable to collect the paint chips, while allowing the water to pass through.
 - B. Vacuum Shrouding and Ground Covers. When power tool cleaning, use power tools equipped with vacuum shrouding with HEPA filtration where feasible to reduce worker exposures and better control emissions. Install ground covers, even when vacuum shrouds are used, to capture dislodged particulate. Extend covers as far around the work area as necessary to capture the debris.
 - 1. Vacuum chips from the ground covers at the end of each day of work. If dust or debris escape the ground covers, perform immediate clean-up using HEPA filtered vacuum equipment.
 - C. Protect any drain systems, streams, or other bodies of water from entrance of any paint chips or painting debris, including water from pressure washing if lead or toxic metals are present.
 - D. Maintain all protective coverings and containment materials during the entire period that work is being performed. Remove all coverings and materials upon completion of work.

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EXHIBIT B

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

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- f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A “Common Policy Conditions” Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
 - 6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
 - 7. Such additional or different insurance as CSXT may require.

II. Additional Terms

- 1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, 14th Floor
Jacksonville, FL 32202

OR

insurancedocuments@csx.com
- 2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT’s written approval of the required insurance.

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EXHIBIT C

WAIVER AND RELEASE FORM

TEMPORARY LICENSE AGREEMENT

_____ shall indemnify and hold CSX Transportation, Inc. (“CSXT”), the owner or holder in interest of the tract of real property known as the CSX Transportation right of way and bridge located within the Central Zone, Metropolitan Subdivision, at DOT# 141366C, milepost BA-16.72 over Park Road in Rockville, Montgomery County, Maryland, (the “Property”), harmless from all claims, damages, demands, causes of action, suits, expenses (including attorney's fees and costs), judgments and interest whatsoever arising from a project to clean up and paint the bridge supports on the Property.

Signature: _____

Date: _____

Note: AGENCY must require any member, volunteer or other person not employed by AGENCY to execute this Waiver and Release Form, Exhibit C, prior to entering CSXT property and/or commencing any work on the Project. A copy of all Waiver and Release Forms obtained from any member, volunteer or other person not employed by AGENCY must be sent to:

Julie Skinner
Insurance Analyst
CSX Transportation
500 Water Street, 14th Floor
Jacksonville, FL 32202
904-366-3804

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EXHIBIT D

ACCEPTANCE BY AGENCY DESIGNEE

To and for the benefit of CSX Transportation, Inc. (“CSXT”) and to induce CSXT to permit the AGENCY Designee on or about CSXT’s property for the purposes of performing Work or Spot Painting in accordance with the Agreement dated _____, between AGENCY and CSXT, AGENCY Designee hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibit B and Exhibit C to the Agreement, and Sections 2, 3, 7, 8, 11, and 13 of the Agreement. Any notices required to be given to AGENCY Designee shall be in writing and delivered to the person identified below.

AGENCY Designee

By: _____

Print Name: _____

Title: _____

Date: _____

Notices shall be delivered to:

CSX Transportation, Inc.
4900 Old Osborne Turnpike
Richmond, VA 23231
Attention: Michael Liebelt

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EXHIBIT E

ESTIMATE OF REIMBURSABLE EXPENSES

Attached

ESTIMATE SUBJECT TO REVISION AFTER: 2/17/2026

DOT NO.: 141366C

CITY: Rockville

COUNTY: Montgomery

STATE: MD

DESCRIPTION: Proposed painting of CSX Bridge BA-16.72 over Park Road

ZONE: Central

SUB-DIV: Metropolitan

MILE POST: BA-16.72

AGENCY PROJECT NUMBER:

PRELIMINARY ENGINEERING:

212 Contracted & Administrative Engineering Services

\$ -

Subtotal

\$ -

CONSTRUCTION ENGINEERING/INSPECTION:

212 Contracted & Administrative Engineering Services

\$ 12,400

Subtotal

\$ 12,400

FLAGGING SERVICE: (Contract Labor)

70 Labor (Conductor-Flagman)

10

Days @

\$ 350.00

\$ 3,500

50 Labor (Foreman/Inspector)

0

Days @

\$ 504.00

\$ -

70 Additive 195.00% (Transportation Department)

\$ 6,825

50 Additive 233.00% (Engineering Department)

\$ -

Subtotal

\$ 10,325

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

PROJECT SUBTOTAL:

\$ 22,725

900 **CONTINGENCIES:** 10.00%

\$ 2,273

PROJECT TOTAL:

\$ 24,998

CURRENT AUTHORIZED BUDGET:

\$ -

TOTAL SUPPLEMENT REQUESTED:

\$ 24,998

DIVISION OF COST:

Agency 100.00%

\$ 24,998

Railroad 0.00%

\$ -

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 Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: AECOM

Approved by: ML CSXT Public Project Group

DATE: 02/17/25 REVISED:

DATE: 03/05/25