

### CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made as of March 17, 2026, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("Railroad"), and the Maine Department of Transportation, an agency of the State of Maine ("Agency").

### EXPLANATORY STATEMENT

1. Agency is undertaking the following project: Two (2) I-395 bridges Rehabilitation over CSX rail in Bangor & Brewer, Maine. Bridge # 1558: Bearing replacement, rehabilitation of concrete bridge deck, concrete substructures and steel catwalk repairs. Bridge #1559 Rehabilitation of metal BIN walls, guardrail, curb repairs and other concrete repairs (the "Project"). The Project will be performed by one or more Agency contractors.
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, Railroad will provide services and accommodations to promote the public interest in the Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither Railroad nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to Railroad, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) Railroad retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, 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. Project Plans and Specifications.

- 1.1 Preparation and Approval. Consistent with Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or Railroad or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at Railroad's election, to the review and approval of Railroad. Such plans, specifications and drawings, as prepared or approved

by Railroad, are referred to as the “**Plans**” and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by Railroad as of the date of this Agreement are set forth in Exhibit B to this Agreement.

- 1.2 Effect of Railroad Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, Railroad signifies only that such Plans and improvements constructed in accordance with such Plans satisfy Railroad’s requirements. Railroad 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 the Plans or improvements constructed in accordance with the Plans.
- 1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.
2. Allocation and Conduct of Work.

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1 Railroad Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, Railroad shall provide, or cause to be provided, the services as set forth in Exhibit A to this Agreement. Agency agrees that Railroad shall provide all services that Railroad deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and Railroad’s contractual obligations, including, but not limited to, Railroad’s existing or proposed third party agreements and collective bargaining agreements.
- 2.2 Work by Agency’s Contractors. Agency’s contractor(s) shall perform, or cause to be performed, all work as set forth in Exhibit A, at Agency’s sole cost and expense.
- 2.3 Conduct of Work. Railroad shall commence its work under this Agreement following: (i) delivery to Railroad of a notice to proceed from Agency; (ii) payment of such Reimbursable Expenses (as provided by Section 4.1) as required by Railroad prior to the commencement of work by Railroad as stated in the Payment Schedule; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery by Agency’s contractor(s) of proof of insurance acceptable to Railroad, as required by Section 8. The initiation of any services by Railroad pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by Railroad or on Railroad property shall conclude no later than **December 31, 2033**, unless the parties mutually agree to extend such date.
- 2.4 Flagging Services. If Railroad determines that flagging services for the Project are to be provided by a contractor hired by Railroad, Railroad will advertise for flagging services for

the Project, as a whole, upon execution of this Agreement. Agency acknowledges that it may take Railroad up to 90 days to procure contracted flagging services for the Project, and Railroad shall not be liable for the cost of delaying the commencement of the first Project work that requires flagging services where the delay is caused by the time required to obtain contracted flagging services for the Project.

3. Special Provisions. Agency shall require its contractors performing Project work (“Contractors”) to observe and abide by, the terms, conditions and provisions set forth in Exhibit C to this Agreement (the “Special Provisions”). Agency further agrees that, prior to the commencement of Project work, each Contractor shall execute and deliver to Railroad Schedule I to this Agreement to acknowledge Contractor’s agreement to observe and abide by the Special Provisions.
4. Cost of Project and Reimbursement Procedures.
  - 4.1 Reimbursable Expenses. Agency shall reimburse Railroad for all costs and expenses incurred by Railroad in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to Railroad’s consultants and subcontractors, and (6) Railroad labor in connection with the Project, together with Railroad labor overhead percentages established by Railroad pursuant to applicable law (collectively, “Reimbursable Expenses”). Reimbursable Expenses shall also include expenses incurred by Railroad prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.
  - 4.2 Estimate. Railroad has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “Estimate”, as amended or revised). In the event Railroad anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. Railroad may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation. Furthermore, 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 Railroad agrees to such construction, shall result in increased costs.
  - 4.3 Payment Terms.
    - 4.3.1 Agency shall pay Railroad for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2). Railroad agrees to submit invoices to Agency for such amounts and Agency shall remit payment to Railroad at the later of (i) thirty (30)

days following delivery of each such invoice to Agency, or (ii) the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, Railroad shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by Railroad against the total payments received from Agency. Agency shall pay Railroad the amount by which Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery of such final invoice to Agency. In the event that payments received by Railroad from Agency exceed the Reimbursable Expenses, Railroad shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay Railroad any uncontested amounts due Railroad under this Agreement: (i) Agency shall pay Railroad interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the uncontested amount until paid in full; and (ii) Railroad 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.

4.3.4 All invoices from Railroad shall be delivered to Agency in accordance with Section 15 of this Agreement. All payments by Agency to Railroad shall be made either by (i) electronic payment to the following account or any other account as designated by Railroad, or (ii) by State of Maine check mailed to the following address or such other address as designated by Railroad's notice to Agency:

**(i) Electronic Payment**

CSXT Govt. Billing  
P.O. Box 530192  
Atlanta, GA 30353-0192  
Acct # 1219082172  
ACH ABA# 2670841

**OR**

**(ii) Mail a Check**

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

4.4 Effect of Termination. Agency's obligation to pay Railroad Reimbursable Expenses in accordance with this Section 4 shall survive termination of this Agreement for any reason.

4.5 Damage Claims. Agency may pursue claims for any direct damages resulting from Railroad's failure to timely perform its obligations under this Agreement, and Agency may pursue claims for any direct damages resulting from Railroad's conduct of its work on the Project. Agency shall not be entitled to pursue claims for consequential, indirect or incidental damages or lost profits.

5. Appropriations Agency represents to Railroad that: (i) Agency has appropriated funds sufficient to reimburse Railroad for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify Railroad in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses.
  - 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
  - 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, Railroad hereby grants Agency a nonexclusive license to access and cross Railroad's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by Railroad and such temporary construction easements as may be designated on the Plans approved by Railroad.
  - 6.3 Temporary Construction Easements. Railroad may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the Project on terms and conditions and at a price acceptable to the parties.
  - 6.4 ~~Maintenance Agreement. Contemporaneous with the execution of this Agreement, Railroad and Agency have executed that certain Maintenance Agreement providing for Agency's ongoing use, maintenance, repair, renewal and removal of Project. [Not Applicable to Project and Intentionally Omitted]~~
  - 6.5 ~~Permanent Easements. Insofar as it has the right to do so, Railroad shall grant, without warranty to Agency, easements for the use and maintenance (in accordance with the provisions of the Maintenance Agreement described in Section 6.4) of the Project wholly or partly on Railroad property as shown on the Plans approved by Railroad, if any, on terms and conditions and at a price acceptable to both parties. Upon request by Railroad, Agency shall furnish to Railroad descriptions and plat plans for the easements. [Not Applicable to Project and Intentionally Omitted]~~
  - 6.6 Permits. At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to Railroad.
7. Termination.

- 7.1 By Agency. For any reason, Agency may terminate this Agreement by delivery of notice to Railroad.
- 7.2 By Railroad. In addition to the other rights and remedies available to Railroad under this Agreement, Railroad may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by Railroad to Agency.
- 7.3 Consequences of Termination. If this 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 for them to immediately stop the work. Accordingly, they agree that, in such instance a party may continue to perform work until it has reached a point where it may reasonably and safely suspend the work. Agency shall reimburse Railroad pursuant to this Agreement for the work performed, plus all costs reasonably incurred by Railroad to discontinue the work and protect the work upon full suspension of the same, the cost of returning Railroad's property to its former condition, and all other costs of Railroad incurred as a result of the Project up to the time of full suspension of the work. Termination of this Agreement or work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay Railroad for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the work for any reason, Railroad's only remaining obligation to Agency shall be to refund to Agency payments made to Railroad in excess of Reimbursable Expenses in accordance with Section 4.
8. Insurance. In addition to the insurance that Agency requires of its Contractors, Agency's Contractors shall purchase and maintain insurance in compliance with Railroad's insurance requirements stated in Exhibit C. No work by Agency's Contractors shall commence until such policy or policies have been submitted to and approved by Railroad's Risk Management Department.
9. Ownership and Maintenance.
- Highway Bridge
- 9.1 By Agency. Agency shall own and, without cost to Railroad, maintain, repair, replace and renew, or cause same to be done, in good condition and repair to Railroad's satisfaction, the highway overpass structure, the roadway surfacing, the roadway slopes, the retaining walls, and the highway drainage facilities. In the event that Agency fails to properly maintain such structures and improvements and such failure, in the opinion of Railroad, jeopardizes the safe and efficient operation of its property, Railroad shall be entitled to remedy such failure and recover from Agency the costs incurred by Railroad in doing so. Upon the cessation of use of the Project by Agency, Agency shall remove the bridge structure and restore

Railroad's property to its original condition, at Agency's sole cost and expense, to Railroad's satisfaction.

- 9.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project that will impact Railroad without the prior approval of Railroad, which may be withheld for any reason, and the execution of such agreements as Railroad may require.

10. [RESERVED]

11. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of Railroad. Except as otherwise provided by this Agreement, Railroad shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractors to complete the Project. Notwithstanding the foregoing, this Section 11 shall in no way affect the absolute authority of Railroad to prohibit Agency or its Contractors or anyone from entering Railroad'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 Project exist.
12. "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.
13. 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.
14. Assignment. Railroad may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Railroad shall notify Agency of any such assignment. Upon assignment of this Agreement by Railroad and the assumption by Railroad's assignee of Railroad's obligations under this Agreement, this Agreement shall remain in effect, with Railroad's assignee thereafter being considered "Railroad" hereunder. Agency shall not assign its rights or obligations under this Agreement without Railroad's prior consent, which consent may be withheld for any reason.
15. 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) days following mailing by first class U.S. 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:

**Bangor & Brewer, Penobscot, Maine**  
**I-395 Bridges 1558 & 1559 Rehab over CSX Rail**  
**DOT#366050R & 365822V, New England Zone, Waterville Subdivision; WAT 59.194&WVB 2.1316;**  
**WIN# 029484.00, OP#0090**

If to Railroad: CSX Transportation, Inc.  
Attention: Mike Sliper  
1 Bell Crossing  
Selkirk NY 12158

If to Agency: Maine Department of Transportation  
Attention: Richard Myers  
16 State House Station  
Augusta, ME 04333-0016

16. Severability. The parties agree that if any part, term or provision of this 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.
17. Applicable Law. This Agreement shall be governed by the laws of the State of Maine, 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 Kennebec County, Maine, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in or with venue over Kennebec County, Maine.

**BY SIGNING THIS AGREEMENT**, I certify that, except for Project-specific modifications, there have been no changes made to the content of this Agreement since its approval by the Railroad Legal Department on **March 18, 2025**.

*[signature page follows]*



Bangor & Brewer, Penobscot, Maine  
I-395 Bridges 1558 & 1559 Rehab over CSX Rail  
DOT#366050R & 365822V, New England Zone, Waterville Subdivision; WAT 59.194&WVB 2.1316;  
WIN# 029484.00, OP#0090

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.

MAINE DEPARTMENT OF TRANSPORTATION

By:  \_\_\_\_\_

Name: Todd Pelletier

Title: Director, Project Development

CSX TRANSPORTATION, INC.

By:  \_\_\_\_\_

Name: Edward D. Sparks II PE

Title: Chief Engineer - Bridges, Design & Construction

## **EXHIBIT A**

### **ALLOCATION OF WORK**

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractor(s):
  - 1. Bridge # 1558: Bearing replacement, rehabilitation of concrete bridge deck, concrete substructures and steel catwalk repairs.
  - 2. Bridge # 1559: Rehabilitation of metal BIN walls, guardrail, curb repairs and other concrete repairs.
- B. Railroad shall perform or cause to be performed:
  - 1. Preliminary engineering services.
  - 2. Flagging services and other protective services and devices as may be necessary.
  - 3. Construction engineering and inspection to protect the interests of Railroad.

**Bangor & Brewer, Penobscot, Maine**  
**I-395 Bridges 1558 & 1559 Rehab over CSX Rail**  
**DOT#366050R & 365822V, New England Zone, Waterville Subdivision; WAT 59.194&WVB 2.1316;**  
**WIN# 029484.00, OP#0090**

**EXHIBIT B**

**PLANS AND SPECIFICATIONS**

**Plans, Specifications and Drawings:**

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to Railroad for its review and approval:

<b><u>SHEET</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PREPARER</u></b>	<b><u>DATE</u></b>
2 of 2	Pictures of Railroad Crossings	Maine DOT	8/1/2025
1 of 1	Project CSX Plans Bridge # 1558	Maine DOT	1/1/2025
1 of 1	Project CSX Plans Bridge # 1559	Maine DOT	1/1/2025

Bangor & Brewer, Penobscot, Maine  
I-395 Bridges 1558 & 1559 Rehab over CSX Rail  
DOT#366050R & 365822V, New England Zone, Waterville Subdivision; WAT 59.194&WVB 2.1316;  
WIN# 029484.00, OP#0090

**Bridge #1558 Veterans Remembrance over CSX and Penobscot River**





Bangor & Brewer, Penobscot, Maine  
I-395 Bridges 1558 & 1559 Rehab over CSX Rail  
DOT#366050R & 365822V, New England Zone, Waterville Subdivision; WAT 59.194&WVB 2.1316;  
WIN# 029484.00, OP#0090

**Bridge #1559 I-395 MCRR bridge over CSX**

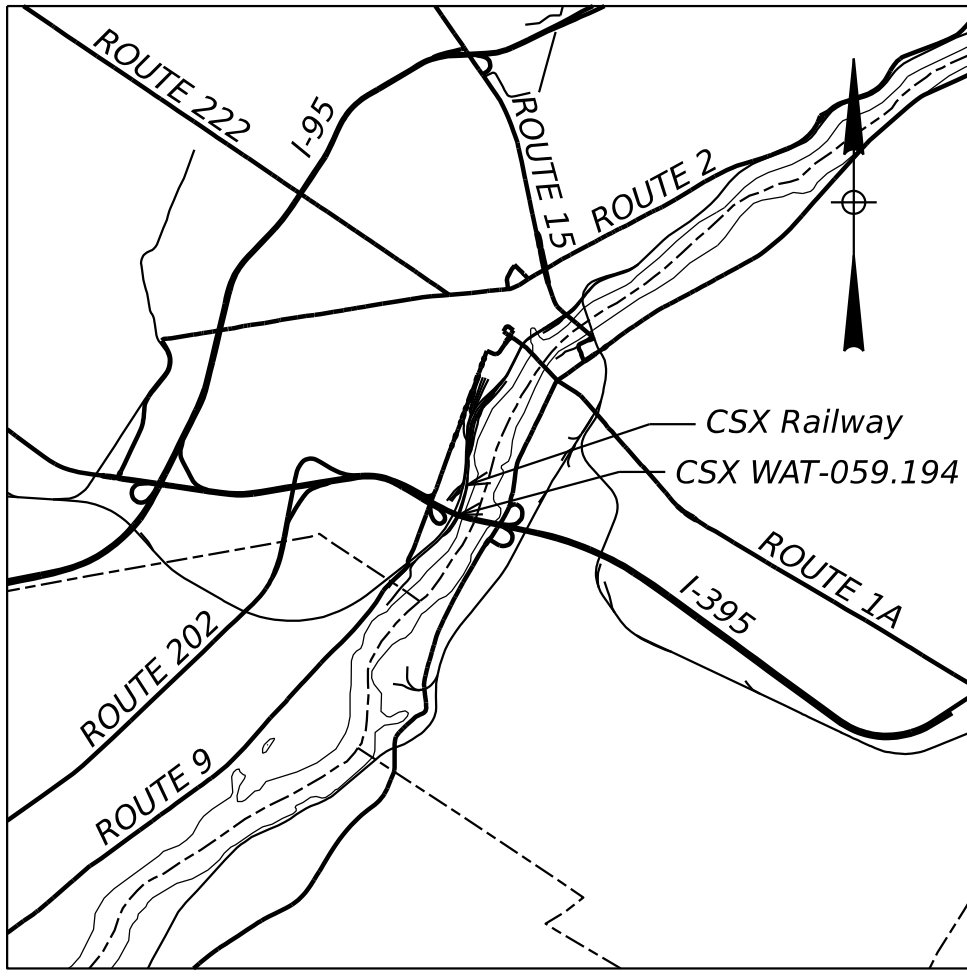


STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION



LIST OF DRAWINGS

Title Sheet	1
General Plan & Notes	2
Profile	3
Detail Sheet	4



0 1/2 1  
Scale in Miles  
LOCATION MAP

BANGOR/BREWER  
PENOBSCOT COUNTY  
VETERANS REMEMBRANCE BRIDGE  
OVER  
PENOBSCOT RIVER / CSX RAILROAD

FEDERAL AID PROJECT NO. 029484.00  
BRIDGE NO. 1558  
AAR/DOT CROSSING NO. 365822V  
CSX MILEPOST WAT-059.194

CSX RAILWAY  
REVIEW PLANS

PROJECT LOCATION	Interstate 395 over Penobscot River / CSX in Bangor/Brewer Latitude 44°47'05.59" N, Longitude 68°46'37.35" W
OUTLINE OF WORK	Rehabilitation of concrete bridge deck, concrete substructures, bearing replacement, and steel catwalk repairs.

WIN 029484.00

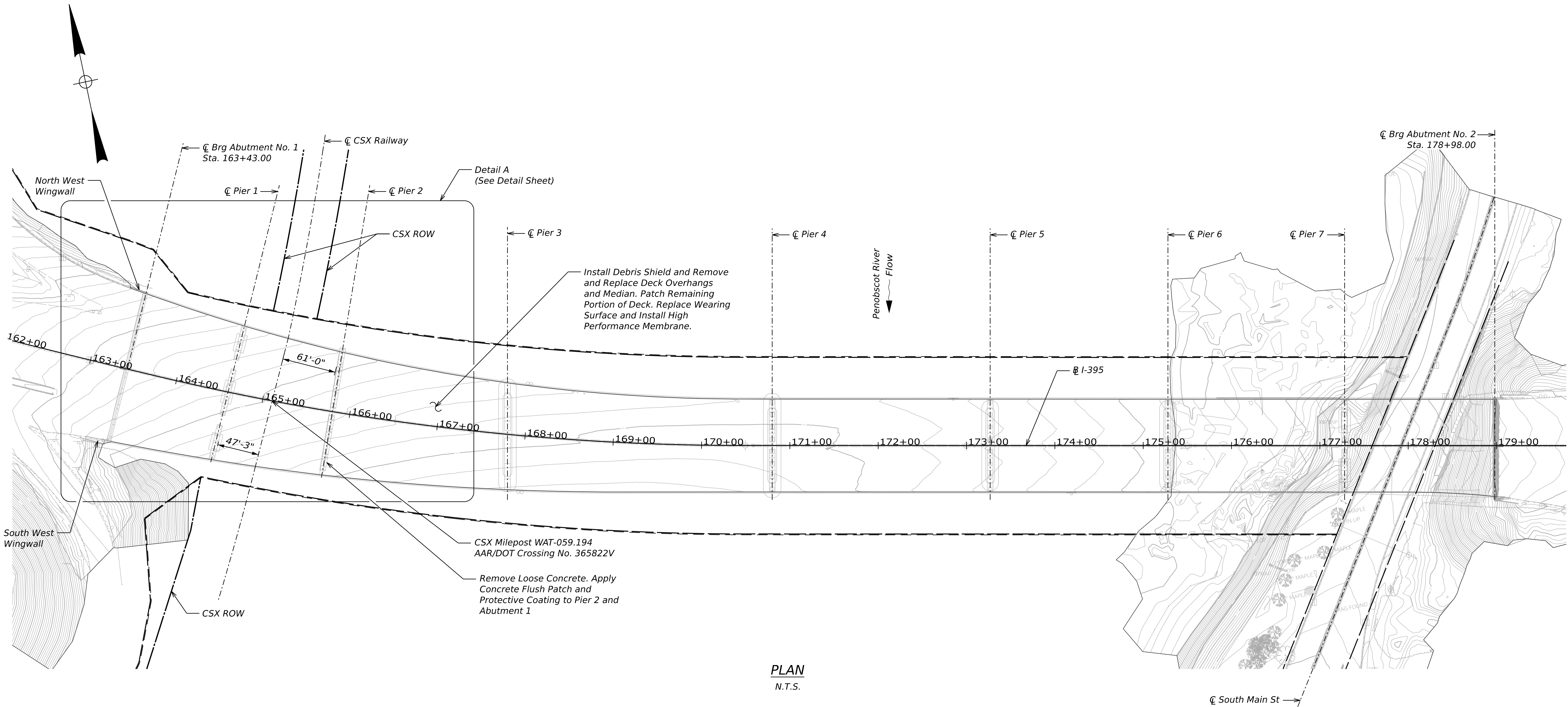
BANGOR/BREWER  
VETERANS REMEMBRANCE  
TITLE SHEET

SHEET NUMBER  
1  
OF 4

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	APPROVED	DATE
	COMMISSIONER:	CHIEF ENGINEER:

PROJ. MANAGER	BY	DATE	SIGNATURE
DESIGN-DETAILED			
CHECKED-REVIEWED			
DESIGN-DETAILED2			P.E. NUMBER
DESIGN-DETAILED3			
REVISIONS 1			DATE
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			





GENERAL NOTES:

- The mileposts immediately north and south of the crossing, along the CSX Railway, are WAT-059 0.194 miles to the north and WAT-060 0.806 miles to the south.
- The AAR/DOT crossing number for this bridge is 365822V and the nearest CSX valuation station is XXXXX.
- Upon completion of construction, a full set of electronic as-built drawings, showing actual measured vertical and horizontal clearances, shall be furnished to CSX.
- For demolition, erection and hoisting, all lifting equipment and connection devices shall have capacity for 150% of the actual lifting load. The factor of safety provided by the manufacturer in the lifting capacity data shall not be considered in the 150% requirement. A Professional Engineer licensed in the State of Maine shall sign and seal all plans and calculations related to critical lifting.
- During and after completion of construction operations, the Contractor shall clear all CSX Railway drainage ditches to the satisfaction of the CSX Railway Construction Engineer and Inspection Representative.
- The character of flow in the CSX Railway's ditches and/or drainage structures shall not change as a result of this project. All drainage shall be routed away from CSX property.
- The Contractor shall consider the Theoretical Live Load Influence Zone depicted in the CSX Public Projects Manual for all subsurface excavation in the vicinity of the railway.
- Any disturbance to soils within the CSX ROW shall adhere to the CSX Transportation Soil and Water Management Policy appended to the CSX Public Projects Manual.
- Temporary construction clearances to be used shall be subject to approval by CSX
- Debris Shield to be Installed Prior to Removal and Replacement of Deck Overhangs.

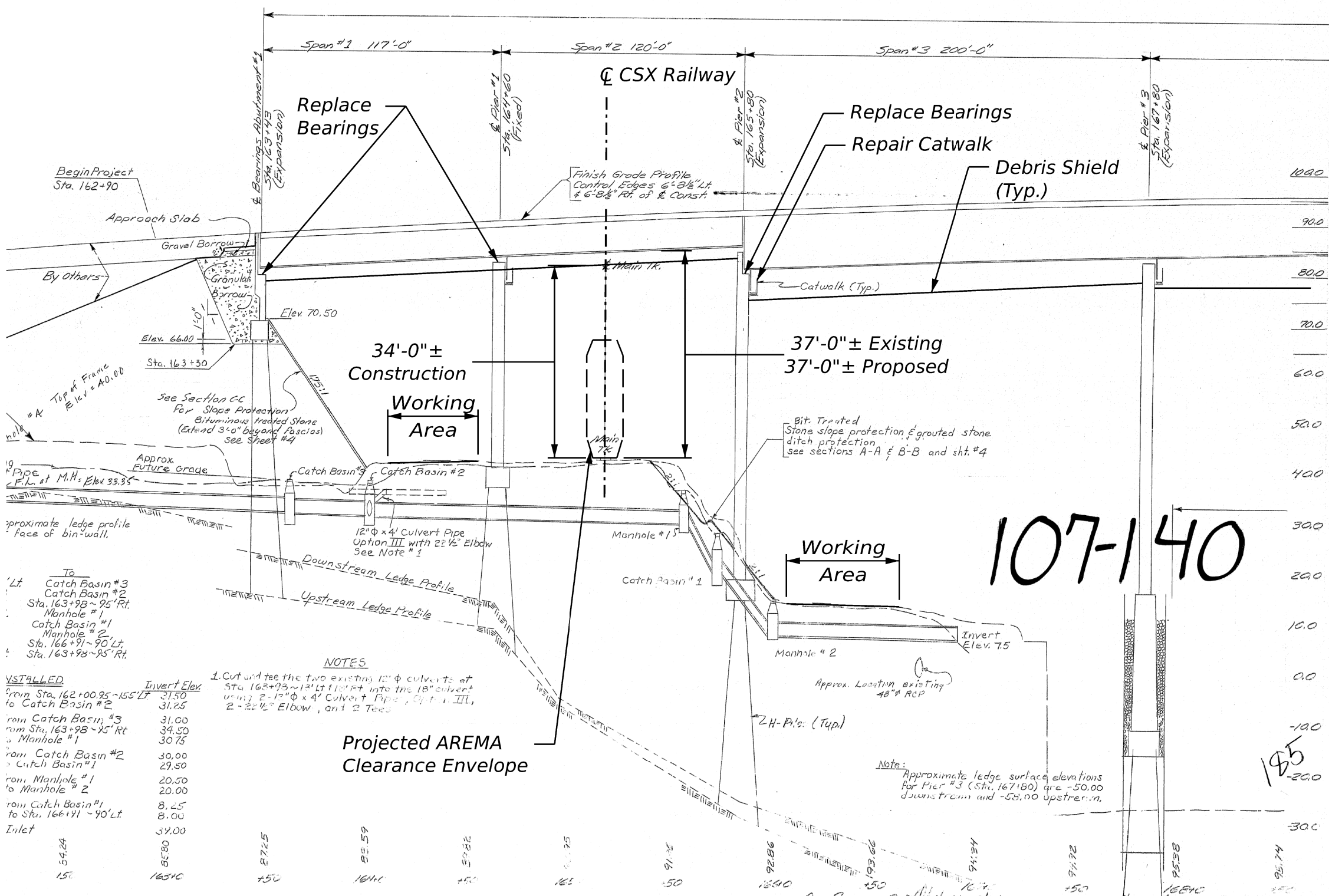
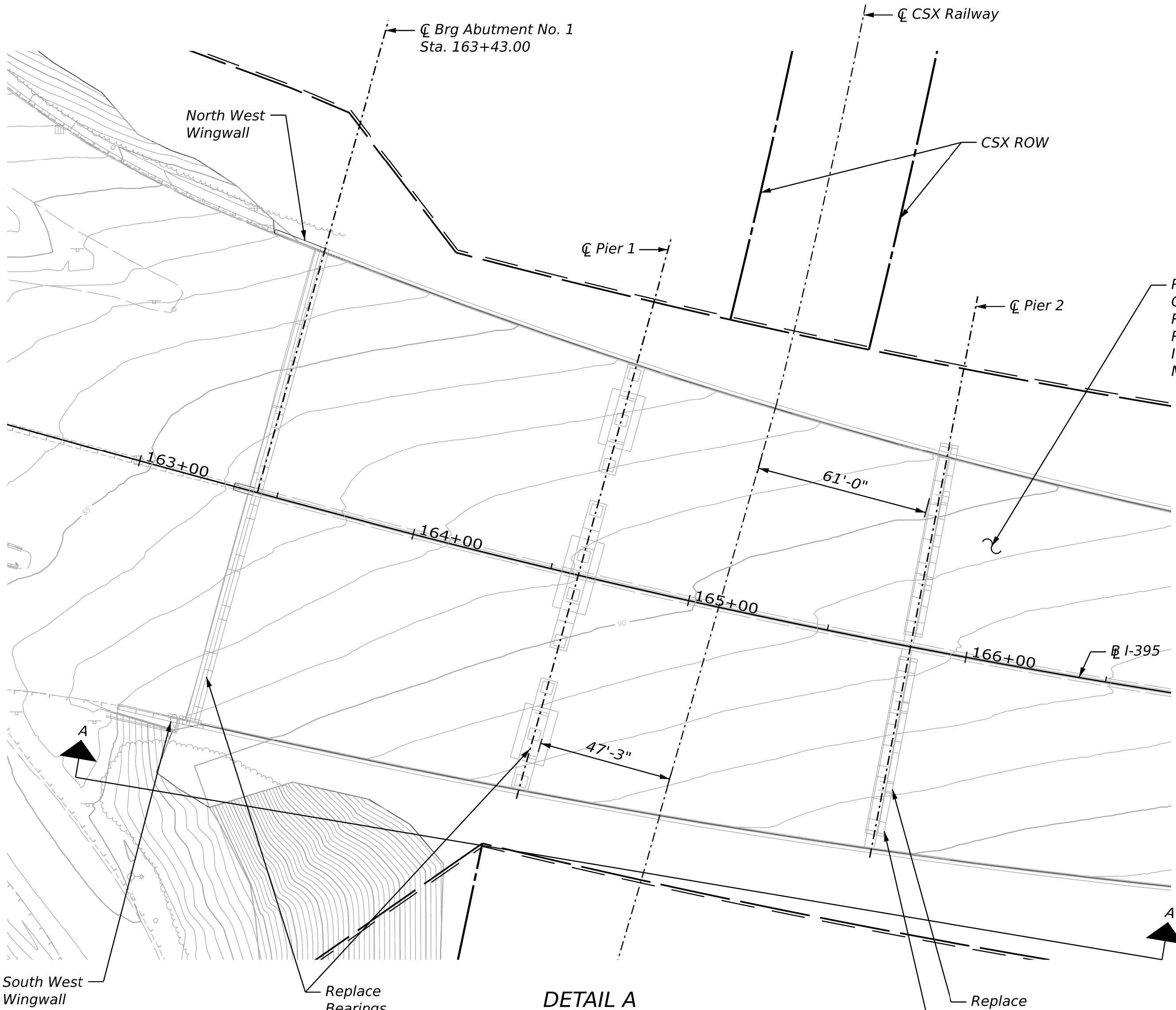
CSX RAILWAY  
REVIEW PLANS

VETERANS REMEMBRANCE BRIDGE PENOBSCOT RIVER BANGOR/BREWER PENOBSCOT COUNTY	PROJ. MANAGER	BY	DATE
	DESIGN-DETAILED		
	CHECKED-REVIEWED		
	DESIGN-DETAILED2		SIGNATURE
	DESIGN-DETAILED3		
	REVISIONS 1		P.E. NUMBER
	REVISIONS 2		
	REVISIONS 3		
	REVISIONS 4		DATE
	FIELD CHANGES		
GENERAL PLAN & NOTES			
SHEET NUMBER			
2			
OF 4			
STATE OF MAINE			
DEPARTMENT OF TRANSPORTATION			
029484			
WIN			
BRIDGE NO. 1558			
029484.00			
BRIDGE PLANS			









**NOTES:**  
1. Horizontal clearances shown are for existing, construction, and proposed.

CSX RAILWAY  
REVIEW PLANS

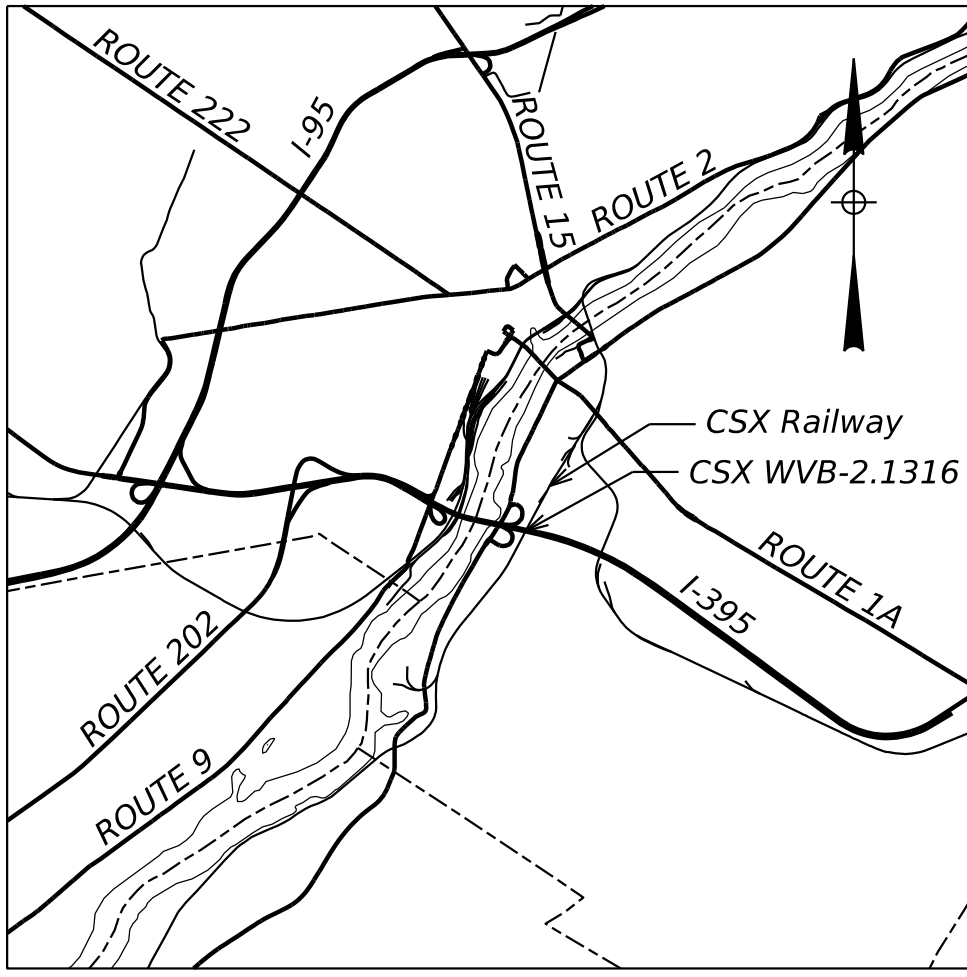
OF		4		SHEET NUMBER		VETERAN'S REMEMBRANCE BRIDGE PENOBSCOT RIVER BANGOR/BREWER PENOBSCOT COUNTY		PROJ. MANAGER				BY		DATE		STATE OF MAINE DEPARTMENT OF TRANSPORTATION	
								DESIGN-DETAILED								029484	
								CHECKED-REVIEWED								SIGNATURE	
								DESIGN-D-DETAILED2									
								DESIGN-D-DETAILED3								P.E. NUMBER	
								REVISIONS 1									
								REVISIONS 2									
								REVISIONS 3									
								REVISIONS 4								WIN	
								FIELD CHANGES								029484.00	
																BRIDGE NO. 1558	
																BRIDGE PLANS	

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION



LIST OF DRAWINGS

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General Plan & Notes	2
Profile	3
Detail Sheet	4



0 1/2 1  
Scale in Miles  
LOCATION MAP

BREWER  
PENOBSCOT COUNTY  
INTERSTATE 395  
OVER  
CSX RAILROAD  
FEDERAL AID PROJECT NO. 029484.00  
BRIDGE NO. 1559  
AAR/DOT CROSSING NO. 366050R  
CSX MILEPOST WVB-2.1316

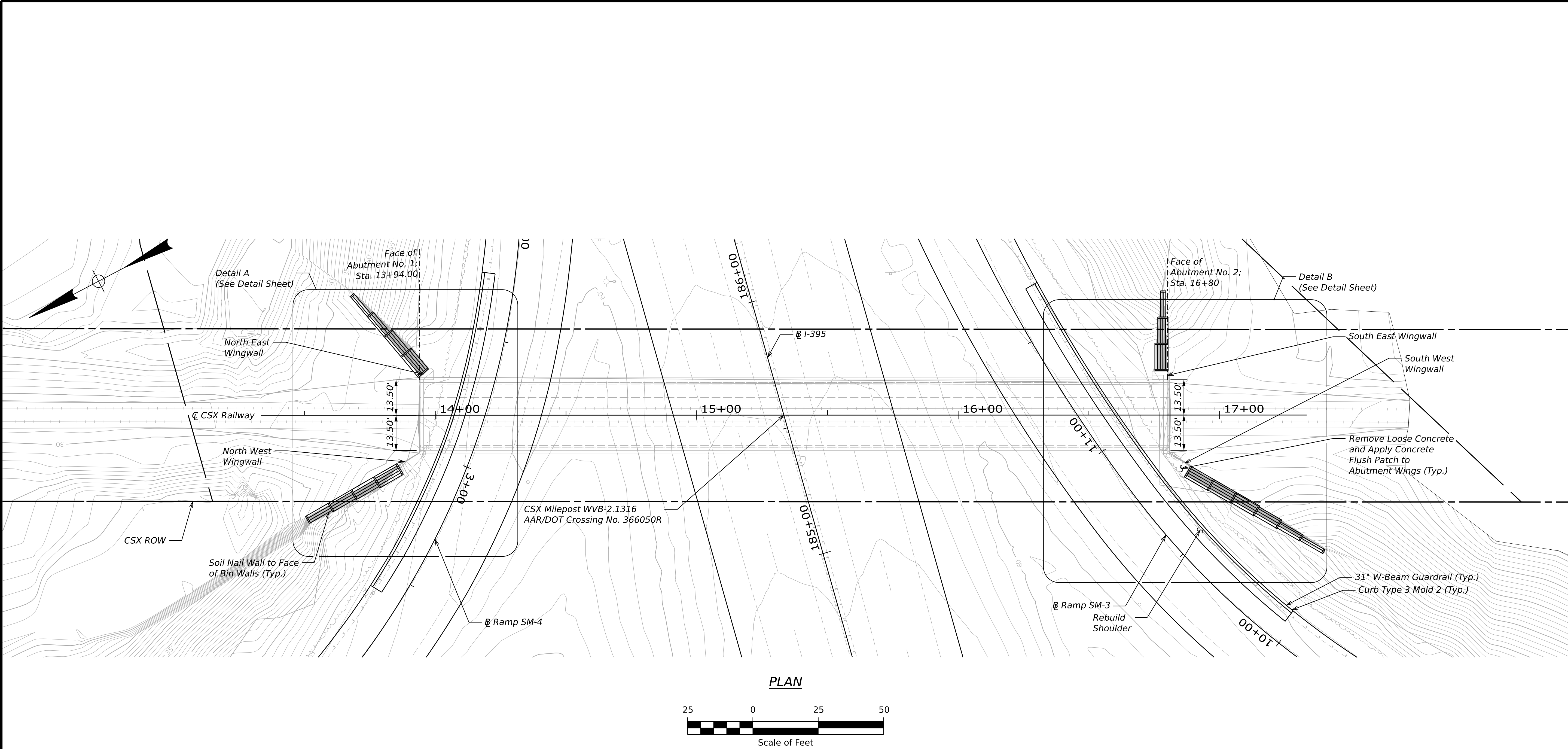
CSX RAILWAY  
REVIEW PLANS

PROJECT LOCATION	Interstate 395 over CSX Railroad in Brewer Latitude 44°47'00.24" N, Longitude 68°46'10.28" W
OUTLINE OF WORK	Rehabilitation of metal bin walls, guardrail, curb repairs and other concrete repairs.

WIN 029484.00

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	APPROVED		DATE
	COMMISSIONER:		
	CHIEF ENGINEER:		
BREWER INTERSTATE 395 BRIDGE	PROJ. MANAGER	BY	DATE
	DESIGN-DETAILED		
	CHECKED-REVIEWED		
	DESIGN-DETAILED3		
TITLE SHEET	DESIGN-DETAILED3		
	REVISIONS 1		
	REVISIONS 2		
	REVISIONS 3		
SHEET NUMBER	REVISIONS 4		
	FIELD CHANGES		
	SIGNATURE		
	P.E. NUMBER		
1 OF 4	DATE		



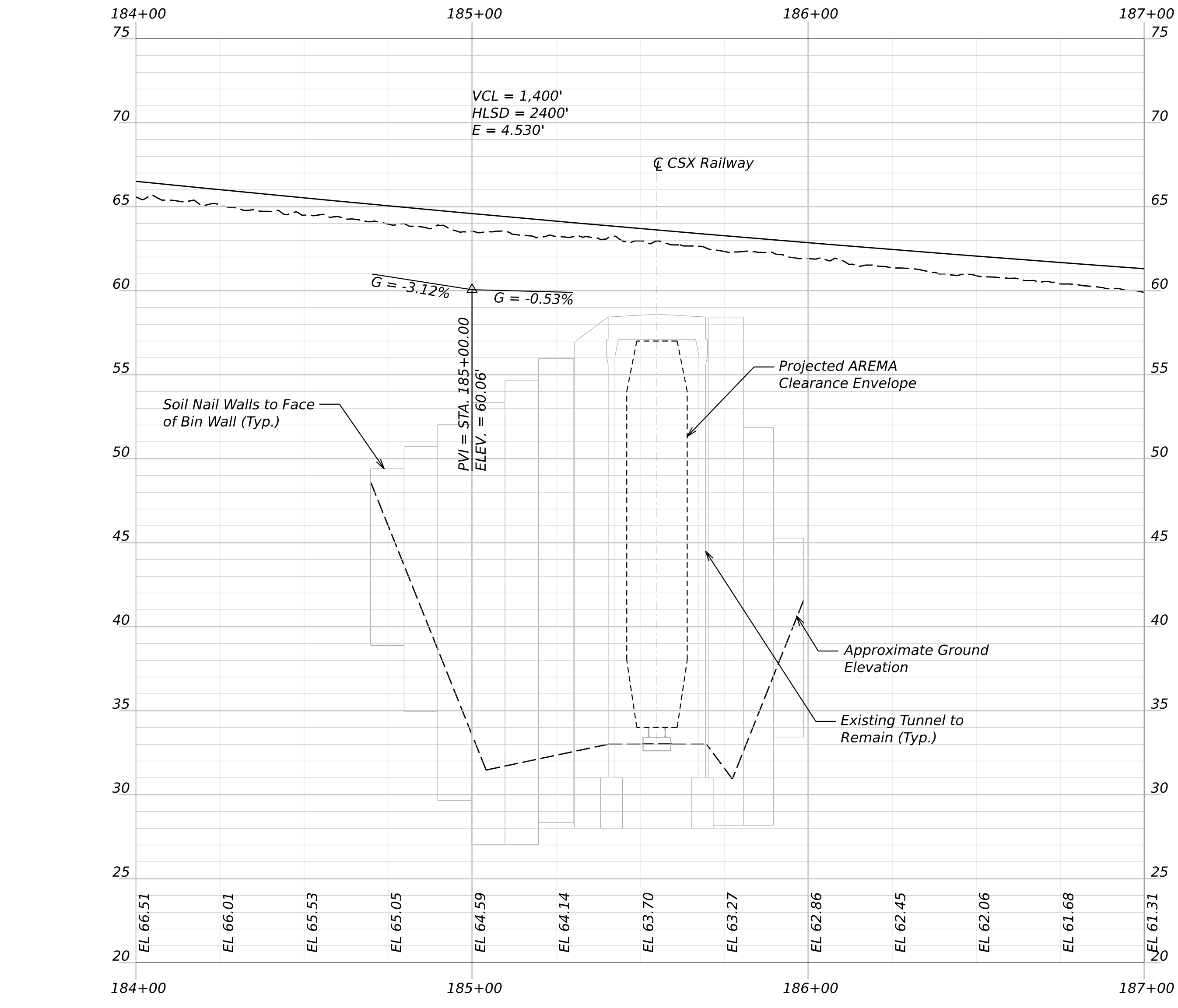


GENERAL NOTES:

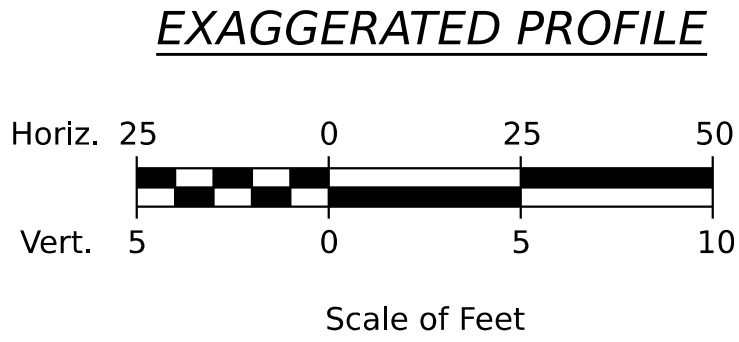
- The mileposts immediately north and south of the crossing, along the CSX Railway, are WVB-002 0.1316 miles to the north and WVB-003 0.8684 miles to the south.
- The AAR/DOT crossing number for this bridge is 366050R and the nearest CSX valuation station is XXXXX.
- Upon completion of construction, a full set of electronic as-built drawings, showing actual measured vertical and horizontal clearances, shall be furnished to CSX.
- For demolition, erection and hoisting all lifting equipment and connection devices shall have capacity for 150% of the actual lifting load. The factor of safety provided by the manufacturer in the lifting capacity data shall not be considered in the 150% requirement. A Professional Engineer licensed in the State of Maine shall sign and seal all plans and calculations related to critical lifting.
- During and after completion of construction operations, the Contractor shall clear all CSX Railway drainage ditches to the satisfaction of the CSX Railway Construction Engineer and Inspection Representative.
- The character of flow in the CSX Railway's ditches and/or drainage structures shall not change as a result of this project. All drainage shall be routed away from CSX property.
- The Contractor shall consider the Theoretical Live Load Influence Zone depicted in the CSX Public Projects Manual for all subsurface excavation in the vicinity of the railway.
- Any disturbance to soils within the CSX ROW shall adhere to the CSX Transportation Soil and Water Management Policy appended to the CSX Public Projects Manual.
- Temporary construction clearances to be used shall be subject to approval by CSX

CSX RAILWAY  
REVIEW PLANS

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	INTERSTATE 395 BRIDGE CSX RAILROAD BREWER PENOBSCOT COUNTY			
	GENERAL PLAN & NOTES			
	SHEET NUMBER			
029484	2			
WIN	OF 4			
BRIDGE NO. 1559	029484.00			
BRIDGE PLANS				



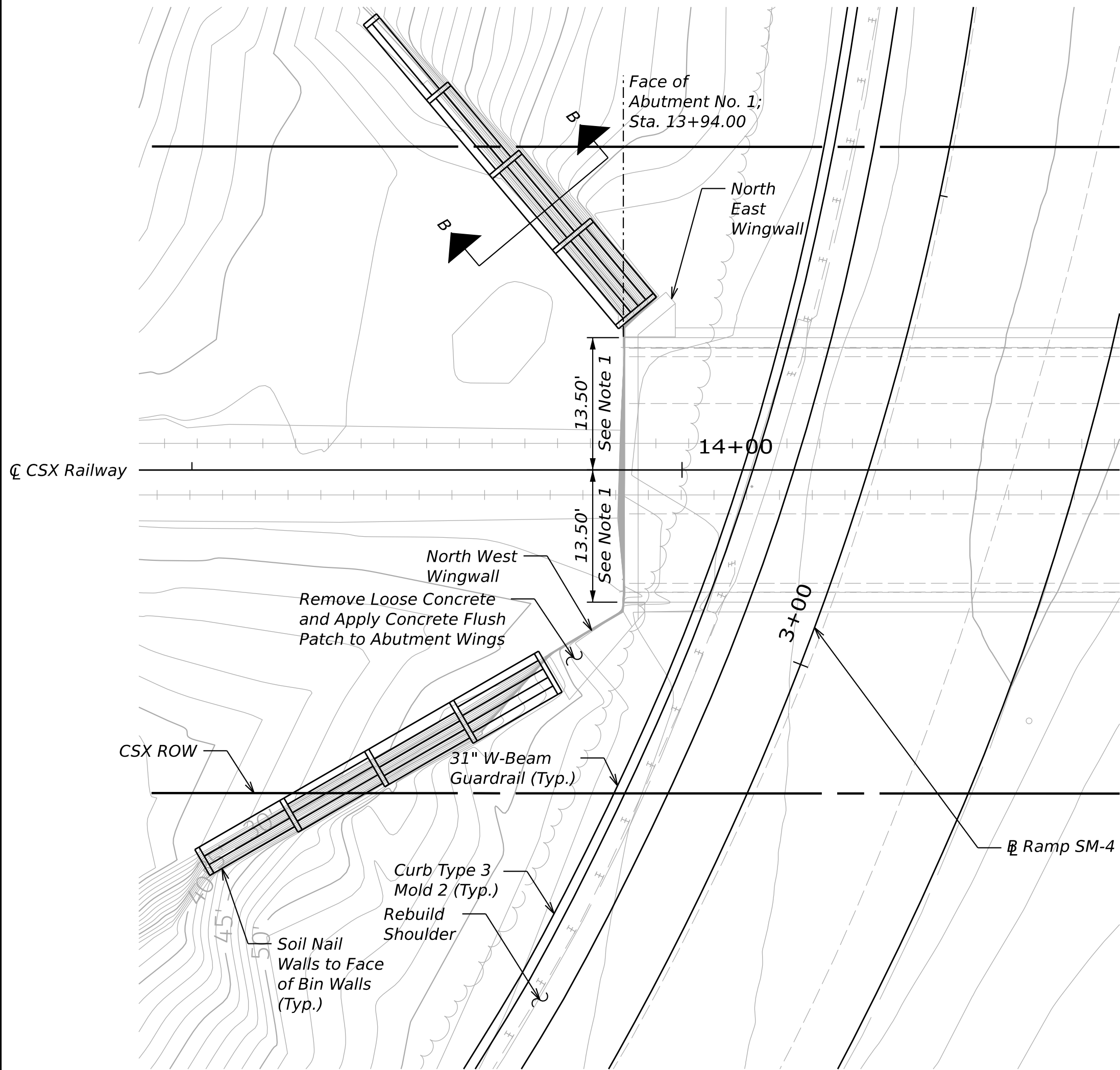
**NOTES:**  
1. The profile shown here is based off the 1985 as-builts and provided for reference.



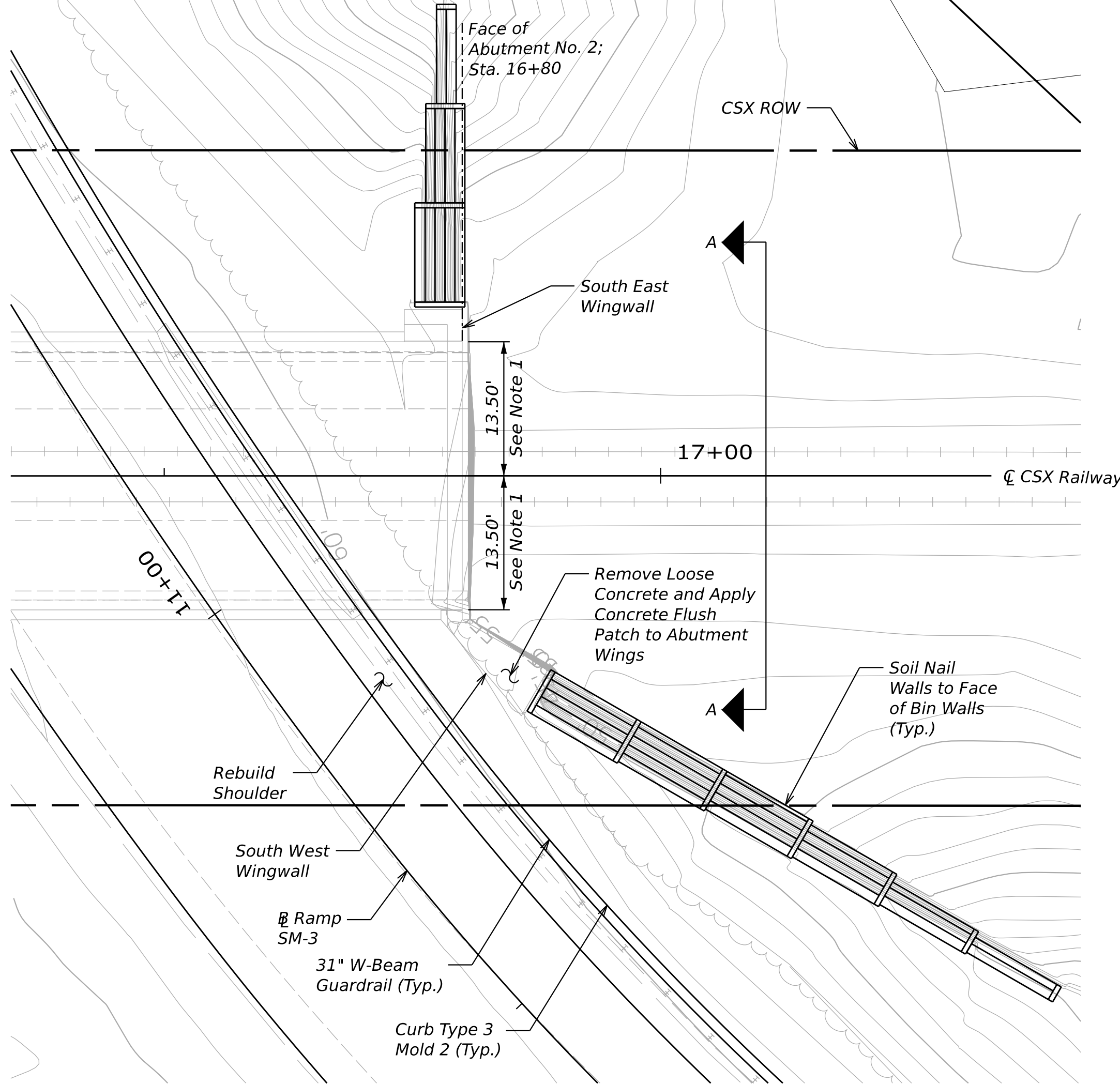
CSX RAILWAY  
REVIEW PLANS

STATE OF MAINE DEPARTMENT OF TRANSPORTATION		
	SIGNATURE	029484
	P.E. NUMBER	WIN
BRIDGE NO. 1559		029484.00
		BRIDGE PLANS
INTERSTATE 395 BRIDGE CSX RAILROAD BREWER PENOBSCOT COUNTY	PROJ. MANAGER	DATE
	CHECKED-REVIEWED	BY
PROFILE	DESIGNED-DETAILED01	
	DESIGNED-DETAILED02	
	DESIGNED-DETAILED03	
	REVISIONS 1	
	REVISIONS 2	
SHEET NUMBER	REVISIONS 3	
	REVISIONS 4	
	FIELD CHANGES	
3		
OF 4		

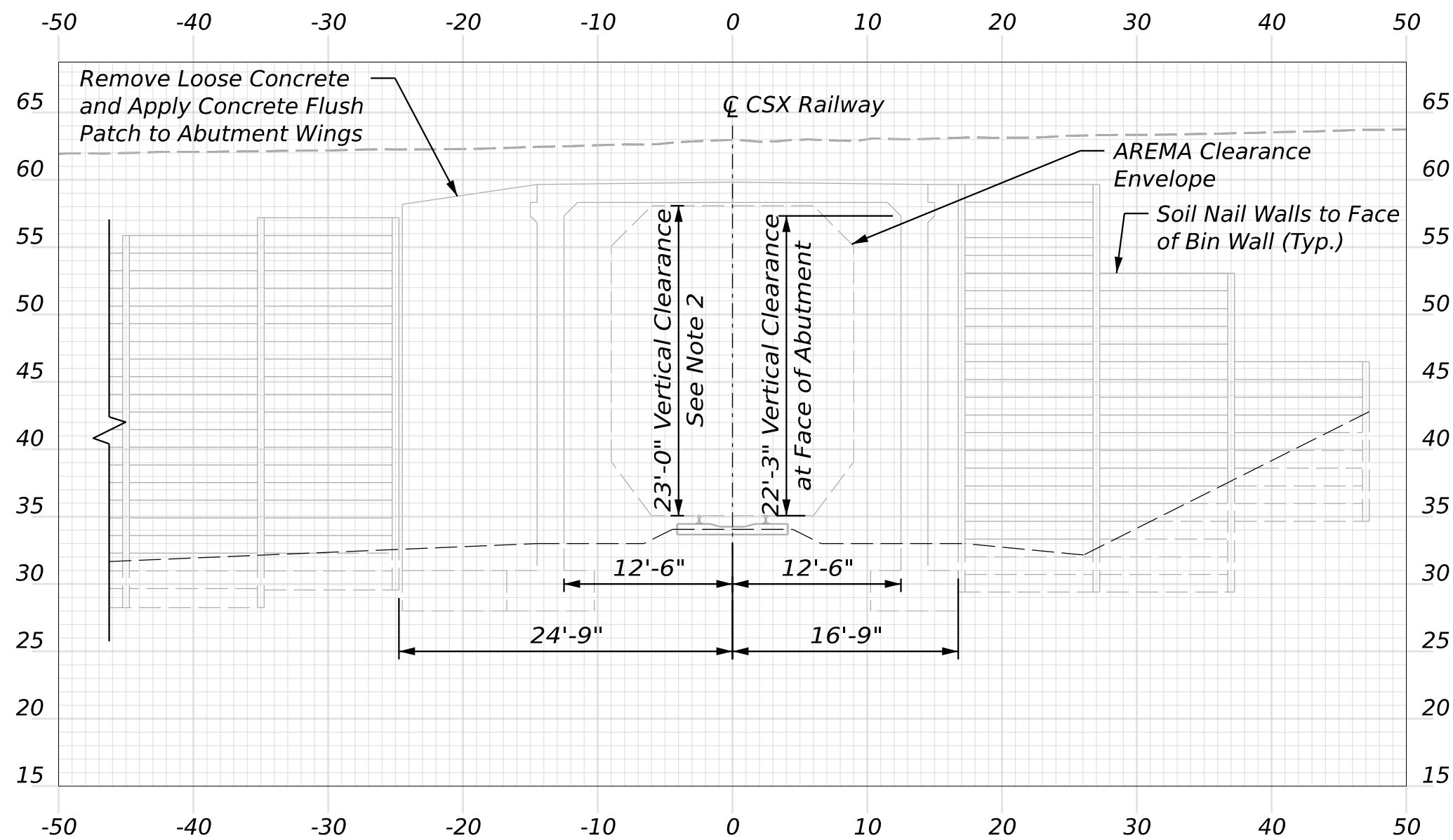




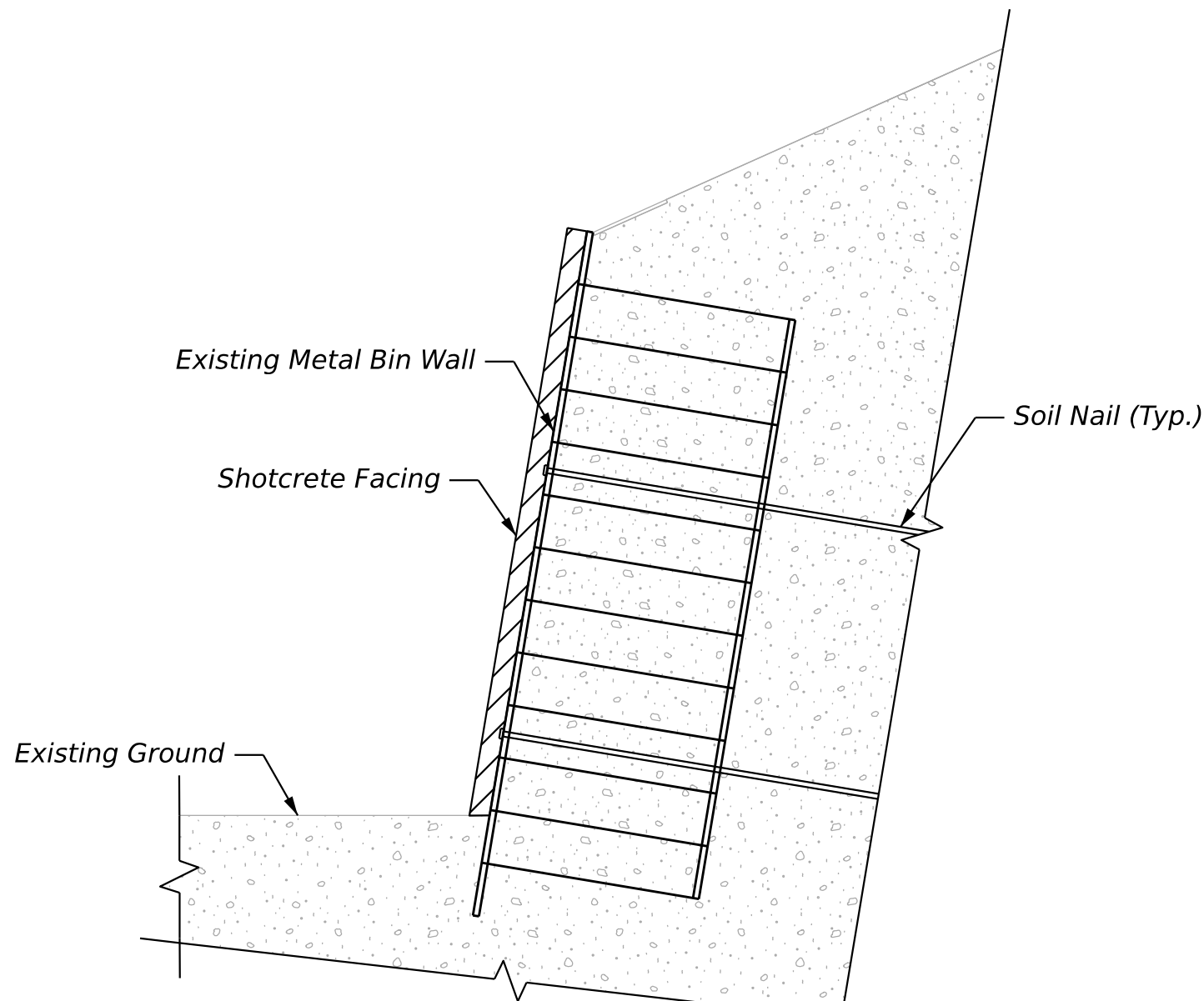
DETAIL A



DETAIL B



SECTION A-A



SECTION B-B

CSX RAILWAY  
REVIEW PLANS

**NOTES:**

- Horizontal clearances shown are for existing, construction, and proposed.
- Vertical clearance shown is for existing, construction, and proposed.

PROJ. MANAGER		BY	DATE	
DESIGN-DETAILED				
CHECKED-REVIEWED				
DESIGN-DETAILED02				SIGNATURE
DESIGN-DETAILED03				
REVISIONS 1				P.E. NUMBER
REVISIONS 2				
REVISIONS 3				
REVISIONS 4				DATE
FIELD CHANGES				

## **EXHIBIT C**

### **PROTECTION OF RAILROAD TRAFFIC AND STRUCTURES** **SPECIAL PROVISIONS**

#### **1. GENERAL REQUIREMENTS**

Part of the work required by the contract between MaineDOT and the Contractor for the performance of the Project (the “Contract”) will be performed within a railroad right of way and/or adjacent to the tracks, telephone, telegraph, signal and electric supply lines of CSX Transportation, Inc. (“Railroad”). The Contractor agrees to perform all such work in compliance with all of the terms of these Special Provisions and all safety rules, regulations, or standards applicable to the Railroad. The Contractor shall be fully responsible for all damages arising from the Contractor’s failure to comply with the requirements of these Special Provisions. The Contractor shall be deemed to have included all costs associated with complying with these requirements in the unit prices of the Schedule of Prices and the Proposal.

Additionally, the Contractor shall comply with the current version of the CSX *Special Provisions for Construction Near CSX Property* found in the CSX Public Project Information Manual. In instances where these Special Provisions and the aforementioned CSX Special Provisions conflict, the more stringent requirement shall prevail; where there is a conflict between a general requirement and a specific requirement, the specific requirement shall prevail.

#### **2. AMOUNT OF WORK NEAR TRACKS**

The estimated amount of work to be done within 50 feet of the Railroad’s track is 2% of the Contract.

#### **3. NUMBER OF TRAINS AND TRAIN SPEED**

The Contractor is notified that a maximum speed of 25 mph will be considered as prevailing for the operation of trains of the Railroad at the Project location and that the approximate number of trains per day at the Project location is 1.

#### **4. PRIORITY OF RAILROAD OPERATIONS**

The train movements of the Railroad, and its lessees and licensees, shall have absolute priority over the performance of the Project within the Railroad right of way. The Contractor hereby agrees that the hours and times of work within the Railroad right of way must be coordinated through the Railroad and that such hours and times are subject to change without prior notice to the Contractor, unless other prior arrangements have been made through the Railroad.

## **5. AUTHORITY OF RAILROAD TO STOP WORK**

If the Contractor fails to comply with the safety terms of these Special Provisions, or if the Railroad determines that the Contractor is using unsafe practices that threaten the safety of rail traffic, rail workers, or the general public, the Railroad shall have the right to immediately order the Contractor to cease work and vacate the Railroad's property. The Railroad agrees to confirm any cessation of work in writing by delivering to MaineDOT's Construction Manager a completed Stop Work Order form attached as Exhibit A within 24 hours of giving any such order.

The Contractor shall arrange and conduct its work so that there will be no interference with the Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the Railroad's property, or to poles, wires, and other facilities of tenants on the Railroad's property or right-of-way. The Contractor shall store materials so as to prevent trespassers from causing damage to trains or to the Railroad's property. Whenever work is likely to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad's representative for approval, but such approval shall not relieve the Contractor from liability in connection with such work.

If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or the Railroad's property, the Contractor shall make such provision. If the Railroad's representative determines that such provision is insufficient, the Railroad may, at the expense of the Contractor, require or provide such provision as may be deemed necessary, or cause the work to cease immediately.

## **6. ENTRY UPON RAILROAD PROPERTY**

The Railroad hereby agrees to permit the Contractor, together with their subcontractors, suppliers, consultants and engineers (the "Contractor"), to enter upon the Railroad property for the purpose of performing the Project, PROVIDED THAT the Contractor complies with all of the terms of these Special Provisions and all safety requirements and directions of the Railroad's representative.

## **7. NOTICE REQUIRED BEFORE ENTRY**

The Contractor shall not commence any work on the Railroad's property or rights-of-way until it has complied with the following conditions:

A. Notify the Railroad in writing of the date that it intends to commence work on the Project. Such notice must be received by the Railroad at least **14** calendar days in advance of the date the Contractor proposes to begin work on the Railroad's property. The notice must refer to the agreement between MaineDOT and the Railroad for the Project (the "Agreement") by date. Additional notice requirements when flagging/inspection services are required are set forth in Section 21.

B. Obtain authorization from the Railroad's representative to begin work on the Railroad's

property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from the Railroad the names, addresses and telephone numbers of the Railroad's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

## **8. HAZARDS**

The Contractor shall assess to its own satisfaction hazards which may be caused by its operations. At a minimum, the Contractor agrees that the following shall constitute Hazards:

An operating track shall be considered fouled and subject to hazard when any object is brought nearer than 25 feet to the gauge line of the near rail of the track.

A signal line or communication line shall be considered fouled and subject to hazard when any object is brought nearer than 25 feet to any wire or cable.

An electric supply line shall be considered fouled and subject to hazard when any object is brought nearer than 25 feet to any wire of the line.

Cranes, trucks, power shovels or any other equipment shall be considered as fouling and subjecting to hazard a track, signal line, communication or electric supply line when working in such position that failure of equipment, with or without load, could foul the track, signal line, communication or electric supply line.

Railroad operation will be considered subject to hazard when explosives are used in the vicinity of Railroad premises, or during the driving or pulling of sheeting for any footing adjacent to a track, or when erecting structural steel adjacent to a track, or when performing work under, across or adjacent to a track, or when operations involve swinging booms or chutes that could in any way come nearer than 25 feet to the gauge line of the near rail of the track, or when erection or removal of staging, false work or forms fouls a track or wire line.

None of the operations specified as a Hazard above shall be carried on during the approach or passing of a train or without permission from the Railroad and the presence of a Railroad inspector/flagman, unless other prior arrangements have been made through the Railroad.

## **9. MINIMUM CLEARANCES**

During the construction of staging, false work or forms, the Contractor shall at all times maintain a minimum vertical clearance of 23 feet above the top of high rail and a minimum side clearance of 10 feet from the gauge line of the near rail where track is tangent. Additional side clearance must be maintained where track is on a curve.

## **10. COOPERATION AND DELAYS**



Contractor shall arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad. In arranging its schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.

The Contractor may not charge any costs or submit any claims against the Railroad for hindrance or delay caused by railroad traffic; work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

The Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

The Contractor understands and agrees that the Railroad does not assume any responsibility for work performed by others in connection the Project. The Contractor further understands and agrees that it shall have no claim whatsoever against the Railroad for any inconvenience, delay or additional cost incurred by the Contractor on account of operations by others.

## **11. WORK PLAN SUBMITTAL AND APPROVAL**

The Contractor shall submit in writing to the Railroad's representative and MaineDOT's representative, at least 30 calendar day(s) in advance of the start of the Project, an outline of the Contractor's plan for work within the Railroad right of way, including contemplated method(s) of construction. This plan must meet with the approval of the Railroad's representative and MaineDOT's representative in every respect. If the Contractor contemplates the use of "on the track equipment", it should so state and obtain from the Railroad the conditions pertaining to such operations. All Railroad costs included in this operation will be borne by the Contractor. In a like manner, any of the Contractor's equipment or material on cars for the Project shall be handled in conformance with existing traffic rules, with all costs borne by the Contractor.

Prior to submitting its Proposal, the Contractor shall have ascertained, from the Railroad's representative and from MaineDOT's representative, all information relating to the Railroad's requirements and regulations and all costs in connection with compliance thereto.

The Railroad may require additional construction submittals pending review of the Work Plan. Such submittals may include but are not limited to:

1. Hoisting Operations
2. Demolitions Procedure
3. Erection Procedure
4. Temporary Excavation and Shoring
5. Track Monitoring

Submission requirements and review periods for such submittals will be communicated at the pre-construction utility meeting.

## **12. WORK FOR THE BENEFIT OF THE CONTRACTOR**

No temporary or permanent changes to wire lines or other facilities (other than third-party fiber optic cable transmission systems) on the Railroad's property that are considered necessary to the work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of the Railroad or MaineDOT, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either the Railroad or MaineDOT, but must be approved by both the Railroad and MaineDOT. MaineDOT or Contractor shall be responsible for arranging for the relocation of the third-party fiber optic cable transmission systems, at no cost or expense to the Railroad.

Should MaineDOT or Contractor desire any changes in addition to the above, then it shall make separate arrangements with the Railroad for such changes to be accomplished at MaineDOT's or Contractor's expense.

## **13. HAUL ACROSS RAILROAD**

If Contractor desires access across the Railroad's property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, Contractor must first obtain the permission of the Railroad and shall execute a license agreement or right of entry satisfactory to the Railroad, wherein Contractor agrees to bear all costs and liabilities related to such access.

Contractor shall not cross the Railroad's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

## **14. STORAGE OF MATERIALS AND EQUIPMENT**

Contractor shall not store its materials or equipment on the Railroad's property or where they may potentially interfere with the Railroad's operations, unless Contractor has received the Railroad representative's prior written permission. Contractor understands and agrees that the Railroad will not be liable for any damage to such materials and equipment from any cause and that the Railroad may move, or require Contractor to move, such material and equipment at Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

## **15. EXCAVATIONS**

Before excavation for footings adjacent to tracks and/or within the Railroad's right-of-way may commence, whether or not also within the limits of a public highway, plans and calculations for

such excavations, prepared by a Professional Engineer authorized to practice in Maine, shall be submitted to the Railroad's representative for review and approval. Unless other prior arrangements have been made, the Railroad shall have 30 calendar days to perform such review and approval and issue written permission to proceed with the excavation. No excavation shall proceed without such permission. If permission is denied, the Railroad shall have an additional 30 calendar days to perform such review of any re-submittal.

At a minimum, excavations must utilize proper bracing, shoring, sheeting or other support, as determined by the Railroad, to support the tracks with railroad traffic. Open excavation shall be suitably planked over when construction operations are not in progress. No excavation work shall be performed by the Contractor within the limits of the Railroad right of way, whether or not also within the limits of a public highway, until the Contractor has ascertained from the Railroad the location of any wires, conduits, pipes, cables or other railroad facilities below the surface of the ground. Damage to any such facilities caused by the failure of the Contractor to ascertain the location of such facilities or by failure to use due care to avoid injury to such facilities shall be at the expense of the Contractor.

## **16. EQUIPMENT**

Equipment of the Contractor shall be in such condition so as to prevent failure that would cause delay in the operation of trains or damage to railroad facilities. Equipment shall not be placed or put in operation adjacent to a track without first obtaining permission of the Railroad. The Railroad agrees that such permission shall not be unreasonably withheld.

## **17. RAILROAD SERVICES - GENERALLY**

When work is to be performed within the Railroad's right-of-way, the Railroad shall provide the services, equipment and materials provided in these Special Provisions including, but not limited to, engineering, flagging, inspection, signal protection and/or relocation, and restoration or replacement of the Railroad's track structure or ballast. Further, if the Railroad determines that the Contractor's operations do not comply with all of the safety requirements of these Special Provisions and all of the Railroad's safety requirements and directions, the Railroad will employ the necessary qualified employees to protect its trains and other facilities. The Contractor shall pay to the Railroad the cost for performing all Railroad Services unless said costs are to be paid by MaineDOT as specified in these Special Provisions.

## **18. CONSTRUCTION PROCEDURES**

### **A. General**

1. Construction work on the Railroad's property shall be subject to the Railroad's inspection and approval.
2. Construction work on the Railroad's property shall be in accord with the Railroad's written

outline of specific conditions and with these Special Provisions.

3. Contractor shall observe the terms and rules of the Railroad's Safe Way manual, which Contractor shall be required to obtain from the Railroad, and in accord with any other instructions furnished by the Railroad or the Railroad's Representative.

**B. Blasting**

1. Contractor shall obtain the Railroad's prior written approval for use of explosives on or adjacent to the Railroad's property. If permission for use of explosives is granted, Contractor must comply with the following:

- a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Contractor.
- b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
- c. No blasting shall be done without the presence of an authorized Railroad representative. At least 10 calendar days' advance notice to the Railroad is required to arrange for the presence of an authorized Railroad representative and any flagging that the Railroad may require.
- d. Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Contractor's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Contractor's expense) any track misalignment or other damage to the Railroad's property resulting from the blasting, as directed by the Railroad's Representative, without delay to trains. If Contractor's actions result in delay of any trains, including Amtrak passenger trains, Contractor shall bear the entire cost thereof.
- e. Contractor shall not store explosives on the Railroad's property.

2. The Railroad's representative will:

- a. Determine the approximate location of trains and advise Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

**19. MAINTENANCE OF DITCHES ADJACENT TO RAILROAD'S TRACKS**

Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that

may result from Contractor's operations. Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Contractor's operations shall be performed at Contractor's expense.

## **20. UTILITY FACILITIES ON RAILROAD'S PROPERTY**

MaineDOT shall arrange, upon approval from the Railroad, to have any utility facilities on or over the Railroad's property changed as may be necessary to provide required clearances.

## **21. INSPECTION / FLAGGING**

The Railroad has sole authority to determine the need for inspection/flagging required to protect its operations and property. The Railroad shall furnish and assign all inspectors/flaggers for general inspection purposes and for general protection of Railroad property and operations during construction as the Railroad determines are necessary to preserve safety.

(a) Responsibility for Cost. MaineDOT will bear the cost of flagging or inspection (including travel time), or any combination thereof, up to **180 man days** of said flagging or inspection. If, in the opinion of the Railroad, further services of a flagger or inspector will be required due to the operations of the Contractor, the services will be furnished and the cost thereof (salary, expenses, insurance, taxes and vacation allowance, etc.) shall be paid to the Railroad by MaineDOT, and will be recovered by MaineDOT from the Contractor.

(b) Terms. The minimum hours per day for the Railroad employees engaged in inspection or flagging services shall be eight (8) hours. Time at rates for straight time, overtime or for deadheading starts in accordance with established practices in effect in the territory in which the Project is located. Information as to these practices should be obtained from the Railroad.

(c) Notice. The Contractor shall notify the Railroad's representative in writing at least **30** calendar days before the Contractor first commences work within 50 feet of the track or that otherwise requires inspection or flagging services so that Railroad can provide these services. Thereafter, following this initial notice, the Contractor shall notify the Railroad's representative in writing at least **10** calendar days before suspending such work, and shall notify the Railroad's representative in writing at least **10** calendar days before resuming such work. Failure to give notice of intent to suspend work shall be cause to charge the Contractor the cost of inspection during the period when work is suspended.

(d) Estimated Cost. The following is an estimate of the cost per day of inspection/flagging necessary for this Project. The rates shown include all overhead charges, travel time, deadheading and personal expenses.

Estimated daily rate for four (4) consecutive hours Monday-Friday (straight time): \$850

Estimated daily rate for four (4) consecutive hours Saturday, Sunday, Holiday (overtime):  
\$1275

Estimated rate for hours worked in excess of eight (8) hours in any one day: \$160/hour

Rates charged will be the actual pay rate of the flaggers and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. The Railroad agrees to notify MaineDOT if rates used to calculate the above estimates change before the date of bids are received for this Contract.

(e) Definitions.

Man day (M.D.) - eight (8) consecutive hours or any portion thereof.

Overtime - Each additional hour or fraction thereof consecutive to and beyond the standard man day will count as 3/16 of a man day.

Standard Man Day - Eight (8) consecutive hours, Monday - Friday between the hours of 8:00 a.m. to 4:00 p.m. unless otherwise noted and agreed to by all parties.

Travel Time - Time required by flagger and/or inspector to commute between his or her point of headquarters to the project site. This time shall not be included in determining available man days.

## **22. CLEAN-UP**

Contractor, upon completion of the Project, shall remove from the Railroad's property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Contractor. Contractor, upon completion of the Project, shall leave the Railroad's property in neat condition, satisfactory to the Railroad's representative.

## **23. OTHER CONTRACTOR RESPONSIBILITIES**

The restoring and resurfacing of tracks, if disturbed due to the Contractor's operations, shall be at the expense of the Contractor.

Any other changes made or services furnished by the Railroad as a result of the Contractor will be at the Contractor's expense.

## **24. INDEMNIFICATION**

A. Generally. To the maximum extent permitted by applicable law, Contractor shall indemnify, defend, and hold Railroad 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 Railroad, its affiliates, MaineDOT, or MaineDOT's other contractors, if any), 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 Railroad, its affiliates, MaineDOT, or Maine DOT's other contractors (if any), and environmental damages and any related remediation brought or recovered against Railroad and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of Contractor, its agents, employees, invitees, or subcontractors in the performance of or in connection with the work or activities incidental thereto, or from their presence on or about Railroad's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required herein, except to the extent required by law or otherwise expressly provided herein.

B. Compliance with Laws. Contractor shall comply with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its work and shall indemnify, defend, and hold Railroad and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this requirement.

C. "Railroad Affiliates". For the purpose of this indemnification provision, Railroad's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of Railroad or CSX Corporation and their respective officers, directors, employees and agents.

D. Notice of Incidents. Contractor shall notify Railroad and MaineDOT promptly of any loss, damage, injury or death arising out of or in connection with its work.

E. Survival. This indemnification provision shall survive the termination or expiration of the Contract.

## **25. INSURANCE**

A. Insurance Policies. To the extent that Contractor is performing work on or about Railroad's property, Contractor shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at Contractor's 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 policy shall name Railroad as an additional 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

Railroad 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 policy shall name Railroad as an additional 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. If either the commercial general liability insurance described in item 1 above or the commercial automobile liability insurance described in item 3 above does not include the referenced endorsement evidencing that coverage is provided for work within 50 feet of a railroad, then Contractor also shall procure and maintain 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, Inc. must be the named insured on the Railroad Protective Insurance Policy.
  - c. Name and Address of Contractor 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.
  - 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 Transportation project number contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as Railroad may require.

**B. 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, C-907  
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received Railroad's written approval of the required insurance.

**26. ROADWAY WORKER SAFETY REGULATION**

All Contractors/Subcontractors and individuals must be aware of the Federal Roadway Worker Safety Regulation, CFR 49, Part 214(c), and all Contractor employees designated as Roadway Workers must comply with this regulation. Additional safety requirements can be found here: Safety Requirements - CSX.com.

Requirements will be discussed at the pre-construction utility meeting.

**27. FAILURE TO COMPLY**

If MaineDOT or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) the Railroad may require MaineDOT and/or Contractor to vacate the Railroad's property; (b) the Railroad may withhold monies due MaineDOT and/or Contractor; (c) the Railroad may request that MaineDOT withhold monies due Contractor; and (d) the Railroad may cure such failure and MaineDOT or Contractor shall reimburse the Railroad for the cost of curing such failure.

**Bangor & Brewer, Penobscot, Maine**  
**I-395 Bridges 1558 & 1559 Rehab over CSX Rail**  
**DOT#366050R & 365822V, New England Zone, Waterville Subdivision; WAT 59.194&WVB 2.1316;**  
**WIN# 029484.00, OP#0090**

**Bangor & Brewer, Penobscot, Maine**  
**I-395 Bridges 1558 & 1559 Rehab over CSX Rail**  
**DOT#366050R & 365822V, New England Zone, Waterville Subdivision; WAT 59.194&WVB 2.1316;**  
**WIN# 029484.00, OP#0090**

EXHIBIT A  
ORIGINAL TO CONTRACTOR

**MDOT/RAILROAD STOP WORK ORDER**

Section A - Contractor	Town
	DOT Railroad Project #
Railroad Name	Location
	Notice #
DESCRIPTION OF SAFETY HAZARD/REASON FOR ORDER	
Standard Violated	RAC (Risk Assessment Code)
	<b>N/R</b>
Railroad Official (Flagger/Inspector) Name	Date
Signature	
<b>SECTION B - ACTION TAKEN:</b>	

cc: MDOT - R.E. or Inspector  
MDOT - Utility Section  
MDOT - Construction Division  
Railroad - Chief Engineer

**Bangor & Brewer, Penobscot, Maine**  
**I-395 Bridges 1558 & 1559 Rehab over CSX Rail**  
**DOT#366050R & 365822V, New England Zone, Waterville Subdivision; WAT 59.194&WVB 2.1316;**  
**WIN# 029484.00, OP#0090**

1. Risk Assessment. Each identified/validated hazard shall be assigned a Risk Assessment Code (RAC) by the Safety Office. The RAC represents the degree of risk associated with the deficiency and combines the elements of hazard severity and mishap probability. The RAC is derived as follows:

a. Hazard Severity. The hazard severity is an assessment of the worst potential consequence: Defined by degree of injury, occupational illness, or property damage, which is likely to occur as a result of a deficiency. Hazard severity categories shall be assigned by roman numeral according to the following criteria.

(1) Category I - Catastrophic: The hazard may cause death or loss of a facility.

(2) Category II - Critical: May cause severe injury, severe occupational illness, or major property damage.

(3) Category III - Marginal: May cause minor injury, minor occupational illness, or minor property damage.

(4) Category IV - Negligible: Probably would not affect personnel safety or health, but is nevertheless in violation of a NAVOSH standard.

b. Mishap Probability. The mishap probability is the probability that a hazard will result in a mishap, based on an assessment of such factors as location, exposure in terms of cycles or hours of operation, and affected population. Mishap probability shall be assigned an Arabic letter according to the following criteria:

(1) Sub-category A - Likely to occur immediately or within a short period of time.

(2) Sub-category B - Probably will occur in time.

(3) Sub-category C - May occur in time.

(4) Sub-category D - Unlikely to occur.

c. Risk Assessment Code. The RAC is an expression of risk which combines the elements of hazard severity and mishap probability. Using the matrix shown below, the RAC is expressed as a single Arabic number that can be used to help determine hazard abatement priorities.

	Mishap Probability					RAC
		A	B	C	D	1 - Critical
Hazard Severity	I	1	1	2	3	2 - Serious
	II	1	2	3	4	3 - Moderate
	III	2	3	4	5	4 - Minor
	IV	3	4	5	5	5 - Negligible

**Bangor & Brewer, Penobscot, Maine**  
**I-395 Bridges 1558 & 1559 Rehab over CSX Rail**  
**DOT#366050R & 365822V, New England Zone, Waterville Subdivision; WAT 59.194&WVB 2.1316;**  
**WIN# 029484.00, OP#0090**

**EXHIBIT D**

INITIAL ESTIMATE  
ATTACHED

<b>ESTIMATE SUBJECT TO REVISION AFTER:</b> 1/9/2027		<b>DOT NO.:</b> 366050R & 365822V	
<b>CITY:</b> Bangor, Brewer	<b>COUNTY:</b> Penobscot		<b>STATE:</b> ME
<b>DESCRIPTION:</b> Two I-395 bridges rehab over CSX RR			
<b>ZONE:</b> New England	<b>SUB-DIV:</b> Waterville	<b>MILE POST:</b> WAT-59.194	
<b>AGENCY PROJECT NUMBER:</b> WIN 29484.00			

**PRELIMINARY ENGINEERING:**

Contracted & Administrative Engineering Services	\$	9,800
<b>Subtotal</b>	<b>\$</b>	<b>9,800</b>

**CONSTRUCTION ENGINEERING/INSPECTION:**

Contracted & Administrative Engineering Services	\$	105,600
<b>Subtotal</b>	<b>\$</b>	<b>105,600</b>

**FLAGGING SERVICE: (Contract/CSX Labor)**

Engineering Labor (Foreman/Inspector/Flagman)	180	Days @	\$ 700.00	\$	126,000
Additive	(Engineering Department)			\$	309,834
<b>Subtotal</b>				<b>\$</b>	<b>435,834</b>

**SIGNAL & COMMUNICATIONS WORK:**

\$ -

**TRACK WORK:**

\$ -

**CONTRACT WORK:**

\$ -

**PROJECT SUBTOTAL:**

\$ 551,234

**CONTINGENCIES:** 10.00%

\$ 55,123

**PROJECT TOTAL:**

\$ 606,357

**CURRENT AUTHORIZED BUDGET:**

\$ -

**TOTAL SUPPLEMENT REQUESTED:**

\$ 606,357

**DIVISION OF COST:**

Agency	100.00%	\$	606,357
Railroad	0.00%	\$	-
		<b>\$</b>	<b>606,357</b>

**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: MBI

Approved by: TPS

CSXT Public Project Group

DATE: 01/09/26

REVISED: \_\_\_\_\_

DATE: 1-12-26

**EXHIBIT E**

**PAYMENT SCHEDULE**

**Deposit Payment in Advance**

Upon delivery of the notice to proceed with the Project, Agency will deposit with Railroad a sum equal to ten percent (10%) of the Reimbursable Expenses as shown by the Estimate.

**Progress Payments In Arrears**

Notwithstanding anything to the contrary set forth in this Agreement, Agency thereafter shall pay Railroad in arrears for its Reimbursable Expenses, rather than in advance, with only such exceptions, such as purchasing materials and equipment, as the parties mutually agree. Accordingly, Agency shall remit payment to Railroad for its Reimbursable Expenses within thirty (30) days following delivery to Agency of an invoice.

## **SCHEDULE I**

### **CONTRACTOR'S ACCEPTANCE**

To and for the benefit of CSX Transportation, Inc. ("Railroad"), and to induce Railroad to permit Contractor on or about Railroad's property for the purposes of performing work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, between the Maine Department of Transportation and Railroad for Project # 029484.00 which includes two (2) bridge rehab projects over CSX rail, Contractor hereby agrees to abide by and perform all applicable terms of Exhibit C to the Agreement, titled "Protection of Railroad Traffic and Structures – Special Provisions."

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_