



**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**FREDDIE O'CONNELL  
MAYOR**

**NASHVILLE DEPARTMENT OF TRANSPORTATION  
AND MULTIMODAL INFRASTRUCTURE**

September 19, 2023

Ms. Kelly Flannery  
Director of Finance  
Metro Nashville and Davidson County

RE: Prop. No. 2023M-037AG-001, resolution approving a facility encroachment agreement between Metro Nashville Government through NDOT and CSX Transportation, Inc. along Broadway Viaduct between 10<sup>th</sup> Avenue and 11<sup>th</sup> Avenue.

Ms. Flannery,

The encroachment agreement will give NDOT the authority to construct, use and maintain communications conduit and fiber along the Broadway Viaduct from 10<sup>th</sup> Avenue to 11<sup>th</sup> Avenue over property owned or controlled by CSX Transportation.

The budget allocation to cover the required fees payable to CSX is \$16,100 to be taken from BU 42414021.

Please let me know if you have questions or comments.

Sincerely,

*Darrell K. Moore*

Darrell K. Moore  
Technical Specialist/Project Administrator  
Metro Nashville Public Works  
615-862-8730  
Darrell.Moore@nashville.gov

## FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of July 11, 2023, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY DEPARTMENT OF TRANSPORTATION AND MULTIMODAL INFRASTRUCTURE, a municipal corporation, political subdivision or state agency, under the laws of the State of Tennessee, whose mailing address is 750 S 5<sup>th</sup> Street, Nashville, Tennessee 37204, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. Two (2) aerial fiber optic crossings, solely for the transmission of voice communication or other data only, via an optical waveguide, through a solid core of glass or plastic fiber material, located at or near Nashville (NASHVILLE-DAVIDSON (BALANCE)), Davidson County, Tennessee, Nashville Division, Nashville Terminal Subdivision, Milepost 000-186.4, Latitude N36:09:26., Longitude W86:47:07;
2. One (1) fiber optic crossing, solely for the transmission of voice communication or other data only, via an optical waveguide, through a solid core of glass or plastic fiber material, located at or near Nashville, Davidson County, Tennessee, Nashville Division, Nashville Terminal Subdivision, Milepost 000-186.4, Latitude N36:09:26., Longitude W86:47:07;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

## **2. ENCROACHMENT FEE; TERM:**

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of SIX THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$6,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

### 3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

#### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall 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. Licensee expressly agrees and warrants that it shall conform and limit its 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 Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

#### **5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

## **6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

## **7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

## **8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon

Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

## **9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.3 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of

loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.5 Notwithstanding Section 9.1, and to the fullest extent permitted by State law, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.6 To the fullest extent permitted by State law, obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

## **10. INSURANCE:**

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to [RenewalCOI@csx.com](mailto:RenewalCOI@csx.com).
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the insurance required and provided by Utility shall not be subject to the limitations of sovereign immunity.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

## **11. GRADE CROSSINGS; PROTECTION SERVICES:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to consent of Licensor, in its sole discretion, and subject to Licensor's operating rules and labor agreements, Licensee may provide flagmen, in place of Licensor's provision, at Licensee's sole risk, cost and expense, and in such event, and to the fullest extent permitted by State law, Licensor shall not be liable for the failure or neglect of such flagmen. Such flagmen shall be approved by Licensor and shall meet all Licensor's requirement for performing such work.

## **12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

## **13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

**14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

**15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:  
[https://propertyportal.csx.com/pub\\_ps\\_res/ps\\_res/jsf/public/index.faces](https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces)

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 615-862-8600.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

## **17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

## **18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 To the fullest extent permitted by State law, Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

## **19. CONTRACTOR'S ACCEPTANCE:**

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form

Agreement No. CSX991641

attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

**Witness for Licensor:**

**CSX TRANSPORTATION, INC.**

\_\_\_\_\_

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

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF TRANSPORTATION AND  
MULTIMODAL INFRASTRUCTURE**

RECOMMENDED BY:

DocuSigned by:  
*Diana Walaran*

CCA0046334B9461...  
\_\_\_\_\_  
Director  
Nashville Department of Transportation

\_\_\_\_\_  
Date

APPROVED AS TO AVAILABILITY OF  
FUNDS:

DocuSigned by:  
*Kelly Flannery*

CPS15D4D903F4EB...  
\_\_\_\_\_  
Director of Finance  
Department of Finance

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND  
LEGALITY:

DocuSigned by:  
*Erica Haber*

D4F54A5815BD454...  
\_\_\_\_\_  
Assistant Metropolitan Attorney

\_\_\_\_\_  
Date

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

**Schedule "A"**

**CONTRACTOR'S ACCEPTANCE**

This Amendment is and shall be a part of Agreement No. CSX991641, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purpose of performing work in accordance with the Agreement dated July 11, 2023, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

\_\_\_\_\_

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

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Witness for Licensee's Contractor

\_\_\_\_\_  
LICENSEE'S CONTRACTOR

\_\_\_\_\_

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

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CSX991641

AERIAL

NASHVILLE,DAVIDSON,TENNESSEE | NASHVILLE (NV) DIVISION | NASHVILLE TERMINAL (NA) SUBDIVISION |  
MP 000 186.4 | LAT, LONG 36.15756, -86.78556

CSX PROPERTY SERVICES REVIEW	
<input type="checkbox"/> No Exceptions	<input checked="" type="checkbox"/> Exceptions Noted
<p>This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.</p>	
By: <u>Nansi Patel</u>	

EXHIBIT A

**CSXT GENERAL NOTES:**

1. CSXT owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations.
2. Agency or its contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damages to CSXT's property, or to poles, wires, and other facilities of tenants of CSXT's property or right-of-way.
3. Refer to the CSXT's "Design & Construction Standard Specifications Wireline Occupancies" revised December 16, 2016 and "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2).
4. Work schedule is subject to the approval of all required construction submittals by the CSXT Construction Representative, verification that proposed work will not conflict with any CSXT U.G. Facilities, and the availability of CSXT Flagging and Protection Services. Construction submittals will be based upon the proposed scope of work and may include, but are not limited to; proposed work plan, project schedule, means and methods, site access, dewatering, temporary excavation/shoring, soil disposition/management, track monitoring, concrete placement work, structural lifting/rigging plans for hoisting operations, substructure construction plans, steel erection plans, roadwork plans, etc. No work may begin on, over, or adjacent to CSXT property, or that could potentially impact CSXT property, operations or safety without the prior completion and approval of the required aforementioned information and approvals.
5. Prior to construction, all signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates must be located and marked/flagged by CSXT. The traditional "One Call" utility locate services are not responsible for locating any CSX under-grade utilities or facilities Contractor shall be held liable for any damages to CSXT communication & signal facilities.
6. Contractor also has the sole responsibility of ascertaining that all other utilities have been properly located by complying with the local "call before you dig" regulation(s). Contractor shall solely be responsible for notifying owners of adjacent properties and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
7. The use of construction safety fencing is required when a CSXT Flagman is not present. Distance of fencing from nearest rail to be determined by the CSXT Track Supervisor and shall be removed upon completion of the project.
8. Contractor access will be limited to the immediate project area only. The CSXT property outside the project area may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.
9. All material and equipment will be staged to not block any CSXT access or maintenance roads. No hoisting or auxiliary equipment necessary for the procedure shall be placed on CSXT track structure and / or ballast section. Clear working locations for equipment used will be laid out and approved by CSXT's representative prior to equipment set-up. Agency and contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations.
10. CSXT does not grant or convey an easement for this installation.
11. CSXT requires contractors, subcontractors, and vendors to participate in job safety briefings daily and as necessary with the CSXT flagger. The scope of work may require that various protection against train movements be discussed, understood, and utilized. Work shall only be undertaken with the presence and permission of the CSXT flagger. If at any time the CSXT flagger perceives that the hoisting procedure is causing or has the potential to cause a hazard or delay to CSXT operations through the project site, work will cease until such time as satisfactory modifications have been reviewed and approved.
12. Erosion and Sedimentation Control (E&SC) – Clearing and grubbing operations shall not adversely impact the stability of CSXT property. Temporary (and permanent) erosion and sedimentation (E&S) control devices shall be provided to prevent the flow of sediment onto and adjacent to CSXT property. The addition of permanent E&SC control Best Management Practices (BMP) devices may be required at the project's expense. E&SC devices shall not restrict or prevent access to CSXT operations and shall be maintained by the contractor for the life of the project. No additional drainage (construction or permanent) may be directed onto CSXT property. Upon completion of the project, contractor shall remove all temporary erosion and sedimentation control devices used during construction activities from CSXT's property.
13. The right of way shall be restored to a condition equal to or better than the condition prior to beginning the project before final acceptance will be provided. Punch lists shall be responded to prior to issuance of an acceptance memorandum signed by the CSXT Representative.
14. No construction or entry upon the CSXT corridor is permitted until the document transaction is completed, you are in receipt of a fully executed document, and you have obtained authority from CSXT's.
15. CSX does not represent or warrant the right-of-way dimensions depicted on these drawings. A third party survey is recommended for verification and accuracy.
16. Where anchor guys are required, guy wires and anchors shall be placed in a location that does not interfere with drainage and ditches. Guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.

**Optional Additional Notes:**

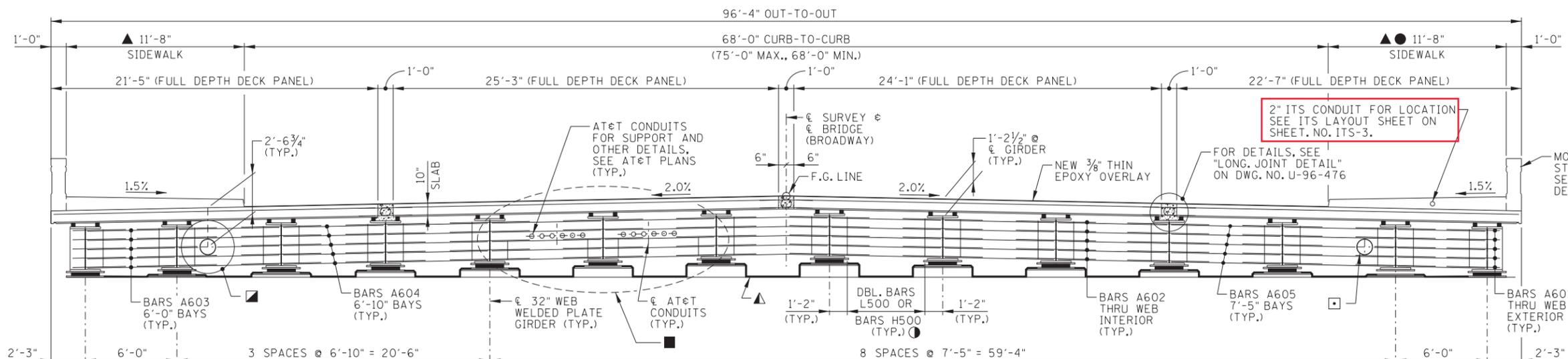
- CSXT's consent applies to the design and construction of the utility located solely in the right-of-way owned by CSXT and assures that CSXT and AREMA Standard Specifications are met for tracks owned by others over which CSXT operates. It is the utility Owner's (Applicant) responsibility to get permission from the property owner that is other than CSXT to access and construct on their property.
- Minimum vertical clearance required between all wirelines and CSXT communication & signal lines shall be 4 feet.
- Contractor must conduct all of its work in a safe manner. All work shall be performed in accordance with rules, regulations, procedures and safe practices of CSXT, OSHA, the FRA and all other government agencies having jurisdiction over the project.



PROJECT NO.	YEAR	SHEET NO.
19019-3225-04	2022	B-9

REVISIONS

NO.	DATE	BY	BRIEF DESCRIPTION
1	08-25-22	DM	REVISED TYPICAL SECTION
2	01-05-23	DM	REVISED NOTES & TYPICAL SECTION
3	03-01-23	DM	REVISED SIDEWALK DETAIL & TYP. SECTION
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--	--	--	--



2" ITS CONDUIT FOR LOCATION SEE ITS LAYOUT SHEET ON SHEET NO. ITS-3.

MODIFIED STD-11-1 PARAPET SEE STD-11-1 FOR DETAILS (TYP.)

- DENOTES: CUT BARS A6-- AND ADJUST BARS L500 TO ACCOMMODATE DRAINAGE PIPE AS NEEDED (TYP.)
- ▲ DENOTES: BITUMINOUS FIBERBOARD (TYP. BETWEEN GIRDERS) (BENT NOS. 1 & 4 = 3 1/2") (BENT NOS. 2 & 3 = 1")
- ▲ DENOTES: SIDEWALK WIDTH TRANSITION LOCATED ON BRIDGE. FOR STATIONS, OFFSETS, AND ADDITIONAL DETAILS SEE ROADWAY SHEET 4C.
- ▲ TYPICAL SECTION @ BENTS (LOOKING FORWARD ON SURVEY) (SHOWING BENT NO. 1) (BENT NOS. 2-4 SIMILAR)
- DENOTES: SEE DWG. NO. U-96-456 FOR BAR SPACING, & BARS A600 IN DIAPHRAGM (NOT SHOWN FOR CLARITY)
- DENOTES: CLOSED DRAINAGE SYSTEM (TYP.) FOR ADDITIONAL DETAILS, SEE DWG. NOS. U-96-574 & U-96-575
- DENOTES: DETAIL "A". SEE SHEET U-96-453A.
- DENOTES: 11'-8" (STA. 107+01.00 TO STA. 107+64.86) (STA. 108+26.44 TO STA. 109+09.58) 9'-0 3/8" (STA. 107+64.86 TO STA. 108+26.44) 7'-5 1/2" (STA. 109+09.58 TO STA. 109+45.00)

THIN EPOXY OVERLAY NOTES:

TYPE I THIN EPOXY OVERLAY SYSTEM - USE DECK PRETREATMENT/PRIMER PER MANUFACTURER'S RECOMMENDATION AND 2 LIFTS OF AN EPOXY URETHANE COPOLYMER AND AGGREGATE. TYPE I OVERLAY SHALL BE APPLIED MECHANICALLY USING METERED EQUIPMENT; HAND MIXING IS NOT PERMITTED.

THIN OVERLAY SYSTEM SHALL BE FROM THE QUALIFIED PRODUCTS LIST 23, SECTION 02. MINIMUM OVERLAY THICKNESS SHALL BE 3/8".

APPLICATION EQUIPMENT SHOULD:

- A) BE CAPABLE OF METERING, MIXING AND DISTRIBUTING THE POLYMER AND PRETREATMENT TO MANUFACTURER'S RECOMMENDATION.
- B) USE AN APPLICATION MACHINE THAT FEATURES POSITIVE DISPLACEMENT VOLUMETRIC METERING PUMPS CONTROLLED BY A HYDRAULIC POWER UNIT.
- C) STORE COMPONENTS IN TEMPERATURE CONTROLLED RESERVOIRS CAPABLE OF MAINTAINING 100 DEGREES FAHRENHEIT (PLUS OR MINUS 10 DEGREES) TO INSURE OPTIMAL MIXING.
- D) CHECK MIXING RATIO AT THE PUMP OUTLETS AS WELL AS CYCLE COUNTING CAPABILITIES TO MONITOR OUTPUT ON STANDARD FEATURES.
- E) USE MOTIONLESS IN-LINE MIXING SO AS TO NOT OVERLY SHEAR THE MATERIAL TO ENTRAP AIR IN THE MIX.
- F) MAXIMIZE MATERIAL WORKING TIME BY MIXING IT IMMEDIATELY BEFORE DISPENSING.

AGGREGATE SHALL BE ANGULAR, HAVING LESS THAN 0.2% MOISTURE AND FREE OF DIRT, CLAY, ASPHALT AND OTHER FOREIGN OR ORGANIC MATERIALS. AGGREGATE FOR ALL LAYERS SHALL BE BAUXITE OR FLINT ROCK PRODUCTS FLINT AND MEETS THE FOLLOWING GRADATION:

SIEVE SIZE	% PASSING
NO. 6	95-100
NO. 10	10-35
NO. 20	95-100

FOR THE CLOSURE POUR MATERIAL, SEE MANUFACTURER'S RECOMMENDATION ON CURE TIME AND STRENGTH BEFORE THE OVERLAY IS PLACED.

SEE MANUFACTURER'S RECOMMENDATIONS FOR REQUIRED AMBIENT AND SURFACE TEMPERATURES AND HUMIDITY LIMITS FOR APPLICATION.

THE CONTRACTOR IS TO PREVENT THE TRACKING OF TACKCOAT AND CONSTRUCTION DEBRIS ACROSS THE BRIDGE DECK PRIOR TO APPLICATION OF THIN EPOXY OVERLAY. MILLING THE BRIDGE DECK WILL NOT BE AN OPTION FOR TACKCOAT AND DEBRIS REMOVAL.

THE CONCRETE DECK SURFACE SHALL BE CLEANED BY SHOTBLASTING TO REMOVE ANY OIL, DIRT, RUBBER, TRAFFIC STRIPPING, AND ANY OTHER POTENTIAL DETRIMENTAL MATERIAL SUCH AS CURING COMPOUND AND LAITANCES, WHICH THE MANUFACTURER AND ENGINEER'S OPINION WOULD PREVENT PROPER BONDING AND CURING OF THE MATERIAL. IN AREAS WHERE SHOTBLASTING EQUIPMENT CAN NOT REACH (I.E., ALONG CURBS AND BRIDGE RAILS) SANDBLASTING IS PERMITTED TO AN EXTENT TO THE ENGINEER'S AND MANUFACTURER'S APPROVAL. IMMEDIATELY BEFORE APPLICATION, ALL PREPARED SURFACES SHALL BE CLEANED WITH COMPRESSED AIR OR VACUUMED TO REMOVE DUST AND DEBRIS.

ALL SURFACES THAT ARE TREATED SHALL BE DRY AT THE TIME OF APPLICATION. THE OVERLAY SHALL NOT BE APPLIED WHEN IT HAS RAINED 24 HOURS PRIOR TO, OR RAIN IS FORECASTED WITHIN 8 HOURS AFTER APPLICATION. THE MOISTURE CONTENT IN THE DECK SUBSTRATE SHALL BE TESTED. MOISTURE IS NOT TO EXCEED 4.5 PERCENT WHEN MEASURED BY ELECTRONIC METER OR BY TAPING A 4 FT X 4 FT POLYETHYLENE SHEET TO THE CONCRETE DECK, IF MOISTURE COLLECTS UNDER THE PLASTIC IN LESS TIME THAN IT WOULD TAKE FOR THE EPOXY TO CURE. IF EITHER TEST SHOWS EXCESS MOISTURE, THE DECK SHALL CONTINUE TO DRY BEFORE APPLICATION PROCEEDS.

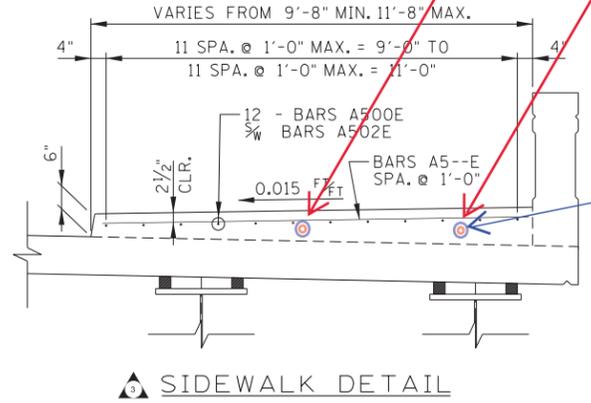
BLUSHING (A WAXY SURFACE COATING ON THE EPOXY) IS CAUSED BY THE REACTION OF MOISTURE WITH THE HARDENING AGENT. BLUSHING CREATES A SURFACE THAT MAKES FUTURE LAYERS DIFFICULT TO ADHERE. LIFTS THAT SHOW SIGNS OF BLUSHING SHALL BE REMOVED AND REPLACED PRIOR TO APPLICATION OF THE NEXT LAYER. THE COST TO REMOVE AND REPLACE AREAS SHALL BE AT THE CONTRACTOR'S EXPENSE.

TRAFFIC OTHER THAN APPLICATION EQUIPMENT, SHALL NOT BE ALLOWED ON ANY PORTION OF THE DECK THAT HAS BEEN SHOTBLASTED OR WHERE PART OF THE APPLICATION HAS BEEN PLACED.

THICKNESS VERIFICATION: THE PROJECT ENGINEER SHALL BE NOTIFIED OF THE NUMBER OF GALLONS USED ON THE PROJECT WITH NOTARIZED QUANTITY STATEMENTS FROM THE CONTRACTOR AND THE MANUFACTURER. THE CONTRACTOR SHALL VERIFY TO TDOT THAT THE OVERLAY IS AN AVERAGE OF AT LEAST 3/8 INCH THICK AT THREE RANDOM LOCATIONS AGREED UPON BY THE PROJECT ENGINEER AND THE MATERIAL MANUFACTURER REPRESENTATIVE. IF 3/8 INCH THICK AVERAGE IS NOT ACHIEVED, A RE-TEST SHALL BE PERFORMED IN ADJOINING AREAS. THIN AREAS SHALL BE RE-COATED AS DESCRIBED ABOVE BY THE CONTRACTOR AND REVERIFIED AT NO ADDITIONAL COST TO TDOT. THIS VERIFICATION MAY CONSIST OF CORES, HOLES, ETC., BUT IN ALL CASES ANY DESTRUCTIVELY TESTED AREAS SHALL BE REPAIRED BY THE CONTRACTOR BEFORE FINAL ACCEPTANCE BY THE PROJECT ENGINEER. SEE MANUFACTURER'S RECOMMENDATIONS FOR REQUIRED AMBIENT AND SURFACE TEMPERATURES AND HUMIDITY LIMITS FOR APPLICATION.

THE MANUFACTURER SHALL HAVE A REPRESENTATIVE ON THE JOB SITE AT ALL TIMES DURING APPLICATION AND CURE TIME. THE REPRESENTATIVE, ALONG WITH CONSULTATION WITH ENGINEER, MAY SUSPEND ANY ITEM OF WORK THAT IS SUSPECT AND DOES NOT MEET THE REQUIREMENTS OF THE SPECIFICATIONS. WORK SHALL NOT RESUME UNTIL THE ENGINEER AND REPRESENTATIVE ARE SATISFIED THAT THE APPROPRIATE REMEDIAL ACTION HAS BEEN TAKEN BY THE CONTRACTOR.

ALL COSTS FOR AGGREGATE, EPOXY FOR MINIMUM OF TWO LIFTS, SURFACE PREPARATION, LABOR AND ANY OTHER MISCELLANEOUS MATERIALS REQUIRED TO PLACE THIN OVERLAY SHALL BE INCLUDED IN ITEM NO. 617-04.01, TYPE I THIN OVERLAY (EPOXY-URETHANE), S.Y., AS CALLED FOR ON THE QUANTITY SHEET.



Two 2" conduits, spaced 5' apart, for NDOT ITS to be placed in the poured sidewalk on the north side of bridge only

3" casing pipes to be placed around the 2" conduits over the CSX ROW.



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
SUPERSTRUCTURE  
DETAILS  
STATE ROUTE 1 (BROADWAY)  
OVER CSX RAILROAD &  
11TH AVE. SOUTH  
BR. NO. 19-SR001-17.29  
FED. ID. NO. 19SR0010019  
DAVIDSON COUNTY  
2022

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PIN NO.:	124238.00	DATE:	05/13/2022
DESIGN BY:	A. ALLSBROOK	DATE:	05/13/2022
DRAWN BY:	D. MCCRARY	DATE:	05/13/2022
SUPERVISED BY:	D. MCCRARY	DATE:	05/13/2022
CHECKED BY:	A. DAVIDSON	DATE:	05/13/2022



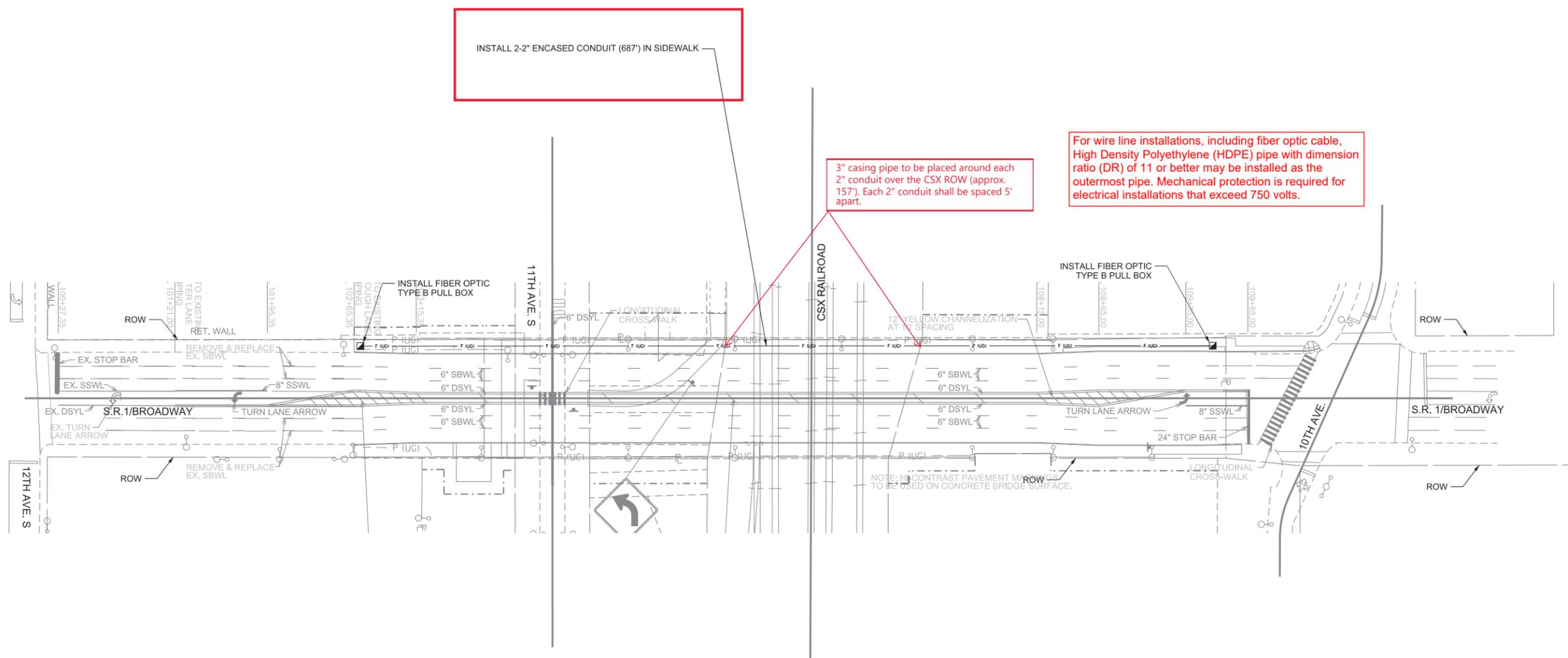
CSX991641

TYPE	YEAR	PROJECT NO.	SHEET NO.
			<b>EXHIBIT A</b>
CONST.	2022	19019-3225-04	ITS-3

REV 6/28/23: REMOVED CONDUIT AND PULL BOXES ON SOUTH SIDE OF BRIDGE

LEGEND

- PROPOSED TYPE B PULL BOX
- 2" — PROPOSED 2" CONDUIT



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07/11/23



**SEALED BY**

COORDINATES ARE NAD 83(2011), ARE DATUM ADJUSTED BY THE FACTOR OF 1.0006 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID g2012bu7.

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**ITS  
LAYOUT**

Page 4 of 5

SCALE: 1"=50'

