



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor Jack Marchbanks, Ph.D., Director

1980 W. Broad Street, Columbus, OH 43223
614-466-7170
transportation.ohio.gov

March 29, 2024

Agreement No. 40222

Jason Bynum
General Manager
Ohio South Central Railroad

**SUBJECT: S.R. 788 resurfacing over Ohio South Central Railroad
Southwest of the City of Wellston, Jackson County, Ohio**

**Agency Reference: JAC-139/776/788-11.35/0.00/2.39
PID 118756**

**OSCR Reference: AARDOT # 151454P
MP 111.20**

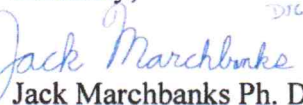
Dear Mr. Bynum

The proposed work for this project consists of resurfacing of State Route 788 southwest of the City of Wellston in Jackson County, OH. across Ohio South Central Railroad (OSCR) track at the above-referenced location. Resurfacing work will stop and resume on either side of the existing OSCR crossing surface at the referenced location.

- 1) No work will commence until the Railway has approved the State's final plans for the project. All work will be performed in accordance with the approved plans, specifications and the attached Special Clauses in the Proposal.
- 2) During the performance of the work, temporary construction clearances of 22'-0" vertically above the top of rail and 13'-0" horizontally from the centerline of a track shall be maintained to any form work, false work or other temporary obstruction.
- 3) The State's Contractor will not be allowed to commence work on or over Railway property until the following conditions have been met:
 - a) The State has received notice from the Railway that the required insurance is satisfactory.

- b) The State has received written authorization from the Railway to begin work on Railway property. The written authorization will include the name and telephone number of the local representative who must be contacted to arrange for flag protection (if applicable).
 - c) The State shall reimburse the Railway for all necessary force account work to accommodate the project, including but not limited to preliminary engineering, flagging, and construction engineering.
 - d) All obligations of the State provided for in this agreement which require the expenditure of funds by the State shall terminate at the end of the present biennium, being June 30, 2025. If construction covered under said agreement is not completed by June 30, 2025, it is the expressed intention of the parties to automatically renew said obligations for one successive biennium period; with the renewal period beginning July 1, 2025 and ending no later than June 30, 2027; until such time as construction covered under said agreement is complete. Said renewal is conditioned upon the State determining future appropriations will permit the State to renew said obligations.
- 4) Contingent upon meeting requirements indicated above, railroad shall permit the State and/or its contractor to enter upon lands owned or operated by the company to permit construction and/or maintenance referenced herein.
- 5) The State shall reimburse the railroad for applicable construction and engineering costs in support of this Project, based upon project billings rendered from the railroad in accordance with Federal Aid Policy Guide 140(1) of the Federal Highway Administration. The railroad shall render its billings to the State within 90 days in accordance with said rules and regulations, and further agrees to provide and furnish such itemized records and substantiating data for such costs as may be necessary.

If you are in agreement with the terms of this Letter Agreement, please arrange for an authorized signature by OSCR in the space below, and then scan & email back a signed copy of this letter to Richard Behrendt, ODOT Program Mgr./State Rail Coordinator/ORDC Technical Program Mgr.; or if you have any other questions or concerns, or wish to discuss this project further, contact Mr. Behrendt at 614-387-3097 or by email at richard.behrendt@dot.ohio.gov

Sincerely,

 Jack Marchbanks Ph. D.
 Director of Transportation

Accepted by Ohio South Central Railroad

By:  _____

Title: GENERAL MANAGER

Date: 4/12/21