



# 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](http://transportation.ohio.gov)

December 6, 2023

Agreement No. 38788

Mr. Edward D. Sparks II, PE  
Chief Engineer, Bridge Design & Construction  
CSX Transportation  
500 Water Street – J301  
Jacksonville, FL. 32202

**SUBJECT: Proposed Letter Agreement for S.R. 582 resurfacing over CSX Great Lakes Zone, Pemberville Subdivision track in the Village of Luckey (Pemberville) Wood County, Ohio**

**Agency Reference: WOO-582-5.43/10.05  
PID No. 95800**

**CSX Reference: Great Lakes Zone, Pemberville Subdivision  
MP CD-108.6 7, AARDOT #228836D  
CSX OP# OH155 1**

Dear Mr. Sparks:

This Letter Agreement is authorization for CSX Transportation and/or their consultants to begin, and be compensated for, necessary engineering-review tasks for the above-referenced project. Compensation for engineering-review costs can be made by the State only upon receipt of the signed Letter Agreement being received back from CSX Transportation.

The proposed work for this project includes asphalt resurfacing of S.R. 582 over CSX's Pemberville Subdivision track at the above-referenced location in the Village of Luckey in Wood County, OH.

Work will consist of milling/filling of 3.00" of the existing asphalt surface and sub-course and will include butt-jointing into the existing concrete-panel surfaces on either side of the existing at-grade crossing at the above-referenced location.

**Excellence in Government**

*ODOT is an Equal Opportunity Employer and Provider of Services*

- 1) No work will commence until the Railroad 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) The State's Contractor will not be allowed to commence work on or over Railroad property until the following conditions have been met:
  - a) The State has received notice from the Railroad that the required insurance is satisfactory.
  - b) The State has received written authorization from the Railroad to begin work on Railroad property. The written authorization will include the name and telephone number of the local representative who must be contacted to arrange for flag protection.
  - c) The State shall reimburse the Railroad for all necessary force account work to accommodate the project, including but not limited to project plan review, 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.
  - e) 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.
- 3) The State shall reimburse the railroad for applicable construction and engineering costs, based upon project billings rendered from the railroad in accordance with 23 CFR 140. The railroad shall render its billings to the State 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 agree with the terms of this Letter Agreement, please indicate your concurrence by signing in the space below and then scan and email back a signed copy to Richard Behrendt, ODOT Program Mgr./ State Rail Coordinator/ORDC Technical Project Manager: [richard.behrendt@dot.ohio.gov](mailto:richard.behrendt@dot.ohio.gov)


Should you have any questions or concerns, or wish to discuss this project further, please don't hesitate to contact Mr. Behrendt at 614-387-3097

Sincerely,

 <sup>DJC</sup>  
Jack Marchbanks

Jack Marchbanks Ph.D.  
Director of Transportation

Accepted by CSX Transportation:

By:   
Bradley W. Armstrong  
Title: Project Manager - CSXT Public Projects  
Date: 2/5/2024

**BUY AMERICA**

**ESTIMATE SUBJECT TO REVISION AFTER:** 12/20/2024      **DOT NO.:** 228836D  
**CITY:** Pemberville      **COUNTY:** Wood      **STATE:** OH  
**DESCRIPTION:** SR 582 (Middleton Pike): Right of Entry and Flagging Services for roadway resurfacing and striping within the CSXT right of way by ODOT.  
**ZONE:** Great Lakes      **SUB-DIV:** Pemberville      **MILE POST:** CD 108.67  
**AGENCY PROJECT NUMBER:** ODOT WOO-582-5.43/10.05, PID 95800

**PRELIMINARY ENGINEERING:**

212	Contracted & Administrative Engineering Services	\$	4,000
	<b>Subtotal</b>	<b>\$</b>	<b>4,000</b>

**CONSTRUCTION ENGINEERING/INSPECTION:**

212	Contracted & Administrative Engineering Services	\$	500
	<b>Subtotal</b>	<b>\$</b>	<b>500</b>

**FLAGGING SERVICE: (Contract Labor)**

70	Labor (Conductor-Flagman)	\$	-
50	Labor (Foreman/Inspector)      5      Days @      \$ 504.00	\$	2,520
70	Additive      (Transportation Department)	\$	-
50	Additive      160.00% (Engineering Department)	\$	4,032
	<b>Subtotal</b>	<b>\$</b>	<b>6,552</b>

**SIGNAL & COMMUNICATIONS WORK:**

\$ -

**TRACK WORK:**

\$ -

**PROJECT SUBTOTAL:**

**\$ 11,052**

900 **CONTINGENCIES:**      10.00%

\$ 1,105

**PROJECT TOTAL:**

\*\*\*\*\*  
\$ 12,157

**CURRENT AUTHORIZED BUDGET:**

\*\*\*\*\*  
\$ -

**TOTAL SUPPLEMENT REQUESTED:**

\*\*\*\*\*  
**\$ 12,157**

**DIVISION OF COST:**

Agency	<u>100.00%</u>	\$	12,157
Railroad	<u>0.00%</u>	\$	-

**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 Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Benesch - CDS

Approved by: **BWA** CSXT Public Project Group

DATE: 12/21/23      REVISED:

DATE: 01/23/24

**WOOD COUNTY  
WOO-582-5.43/10.05; PID 95800**

**CSX TRANSPORTATION INC.  
CSX Great Lakes Zone, Pemberville Subdivision  
MP CD-108.67, AARDOT #228836D**

**OP OH1551**

## **SPECIAL CLAUSES IN THE PROPOSAL**

The bidder, if awarded the contract for this improvement agrees:

1. To cooperate at all times with the local officials of the railroad company.
2. To use all reasonable care and diligence in the work in order to avoid accidents, damage or unnecessary delay to, or interference with the trains and other property of the railroad company.
3. To conduct his work in a manner satisfactory to the Chief Engineer of the railroad company or his authorized representative, to perform his work in such manner and at such time as not to unnecessarily interfere with the movements of trains or railroad traffic, and to hold his work at all times open to inspection of railroad company inspectors.
4. To cooperate with a public utility, railroad or other organizations having occasion to do work on or in connection with the improvement.
5. To avoid unnecessary use of railroad property without written permission of the railroad company and to leave railroad roadbed and property in a condition acceptable to the Chief Engineer of the railroad company.
6. To execute a bond conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of the State of Ohio and further to carry insurance of the following kinds and amounts:

**The number of trains operating through the improvement at the improvement is estimated to be:**

**0 Passenger trains per day @ \_\_\_ miles per hour.**

**17 Freight trains per day @ 50 miles per hour.**

7. Railroad Insurance Requirements  
Contractor shall procure and maintain in the following insurance policies:
  1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as additional insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a) The Railroad Protective Liability Insurance must be on the ISO/RIMA Form of Railroad Protective Insurance – Insurance Services Office (ISO) Form CG 00 35.
  - b) CSX Transportation must be the named Insured on the Railroad Protective Liability Insurance Policy.
  - c) Name and Address of the Contractor and Agency must appear on the Declarations page.
  - d) Description of operations and location must appear on the Declarations, 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 Form 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 other endorsement that is not named in 4 (e) or (f) above.
    - (v) Policies that contain any type of deductible
5. All insurance companies must be A.M. Best rated A- and Class VII or better.
6. **The CSX OP number** (found at the top of pg. SC-1), **must appear on each Declarations page and/or Certificate of Insurance. Otherwise, approval from CSX could be delayed or denied.**
7. Such additional or different insurance as CSXT may require.

8. Additional Insurance Terms

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

Insurance Department  
CSX Transportation, Inc.  
500 Water Street, C-907  
Jacksonville, FL. 32202

OR

[insurancedocuments@csx.com](mailto:insurancedocuments@csx.com)

with an email copy of all insurance documentation to the following:

Clayton Showman | Project Specialist-Railroad Division  
Alfred Benesch & Company (General Engineering Consultant for CSX)  
Email: [cshowman@benesch.com](mailto:cshowman@benesch.com)

2. Contractor may not begin work on the Project until it has received CSXT's written approval of the required insurance.

9. General Insurance Requirements

The insurance hereinbefore specified shall be with an acceptable insurance company authorized to do business in the State of Ohio, and shall be taken out before execution of the Contract by the Director and kept in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the State. Such policies shall include thirty (30) days canceling notice. The cost of insurance hereinbefore specified will be a specific bid item.

10. To indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, the State or the Contractor), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, the State or the Contractor, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractor, the State, and their respective agents, employees, invitees, contractors, or its contractor's agents, employees or invitees in the performance of work in connection with the project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required in paragraph 6 above.

The Railroad company will assign, at the sole cost and expense of the Department, railroad flaggers or other protective services and devices as necessary to insure the safety and continuity of the work to be performed as a part of this contract.

Said services and devices will be provided when necessary, as determined by the railroad company, because of any of the Contractor's operations over, under or adjacent to tracks over which trains are operating.

The provision of such protective personnel and devices does not relieve the Contractor from the liability of payment for damage caused by his operations.

Such protection will be required when men or equipment are working within clearances limits of 25 feet of a rail or when work being performed adjacent to operating tracks may present hazards to tracks, train operation, or when equipment does or may infringe upon such limits.

The Contractor will not be permitted to operate any of his own equipment on railroad tracks except under an acceptable arrangement with the railroad company. Such equipment and the operation of such equipment, or equipment rented from the railroad company, shall be arranged for by the Contractor with the railroad and the cost for its use, including protection or railroad traffic, shall be borne by the Contractor.

The Contractor shall notify the following named individual for the railroad company at least 30 days, or as directed by the authorized representative of the Railroad, in advance of starting any work which might require protection:

Mr. David C. Clark  
Director Construction Engineering  
CSX Transportation, Inc.  
Email: David\_Clark@csx.com

The Contractor shall notify the railroad at least 5 working days in advance of suspending or ceasing operations that require a flagger, and must provide the Project Name, PID number, railroad line and milepost information and/or AARDOT# at the top of pg. SC-1.

Railroad protective personnel assigned to the project will be responsible for notifying the Engineer upon arrival at the job site on the first working day that protective services begin and on the last day that he performs such services. This will be required for each separate period that such services are provided. The Engineer will document such notification in the project diary.

The Contractor will be responsible for protective services provided at his request and not utilized due, in the opinion of the Engineer, to a change in the Contractor's construction schedule or if it is determined by the Engineer that the requested services were not necessary. The actual costs for such protective services so assessed to the Contractor will be deducted from the Contract.

The decision of the Director of Transportation shall be final in the event of controversy as to the necessity for any protection services provided and not utilized by the Contractor as described in the preceding paragraph.

11. To pay the railroad or owning company for any changes, requested for his convenience, to railroad property, facilities, wire, fiber optic and/or pipe lines other than shown on the plans for the project.
12. If at any time the contractor desires a temporary crossing of the railroad's tracks, he shall make a request for a temporary crossing from the railroad. If approved, he shall arrange with the railroad company, execute its regular form of private grade crossing agreement covering the crossing desired, paying all construction, maintenance, removal, protection and other costs.



13. Methods and procedures for performing work on property of **CSX Transportation, Inc.** must be approved by:

Mr. David C. Clark  
Director Construction Engineering  
CSX Transportation, Inc.  
Email: [David\\_Clark@csx.com](mailto:David_Clark@csx.com)

14. The Contractor will be required to follow all applicable terms and conditions of the attached CSX Transportation ***CSXT Special Provisions***.

15. Prior to starting work on CSX Right-of-Way, CSX requires the Contractor to complete the CSX '***Schedule F***' form (located at the end of the '***CSX Special Provisions***' document) and email the completed form to:

Clayton Showman | Project Specialist-Railroad Division  
Alfred Benesch & Company (General Engineering Consultant for CSX)  
Email: [cshowman@benesch.com](mailto:cshowman@benesch.com)

with a copy to:

[nicole\\_henning@csx.com](mailto:nicole_henning@csx.com)

End of Special Clauses

**CSX TRANSPORTATION**  
**CSX SPECIAL PROVISIONS**

Public Projects Group  
Jacksonville, FL  
Date Issued: May 2023

## DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSX" shall mean CSX Transportation, Inc., its successors and assigns.

"CSX Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement between CSX and Agency dated as of , 20\_\_ amended from time to time.

"Agency" shall mean the \_\_\_\_\_, \_\_\_\_\_

"Agency Representative" shall mean the authorized representative of \_\_\_\_\_, \_\_\_\_\_

"Contractor" shall have the meaning ascribed to such term by the

Agreement. "Work" shall mean the Project as described in the Agreement.

### I. AUTHORITY OF CSX ENGINEER

The CSX Representative shall have final authority in all matters affecting the safe maintenance of CSX operations and CSX property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSX operations and CSX property and all other matters contemplated by the Agreement and these Special Provisions.

### II. INTERFERENCE WITH CSX OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSX operations, including, but not limited to: train, signal, telephone and telegraphic services, or damage to CSX's property, or to poles, wires, and other facilities of tenants on CSX's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSX 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 CSX Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

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

C. Should work activities be required within CSX property or right-of-way, the Contractor shall request CSX to locate any buried utilities or facilities (air lines, wells, etc.). A written request shall be delivered to the CSX Representative at least five (5) days in advance. The traditional "One Call" utility locate services are not responsible for locating any CSX underground utilities or facilities.

### III. INSURANCE

The Contractor shall not be permitted to work on, or have potential to foul, CSX property or right-of-way until CSX has acknowledged written acceptance of the insurance coverages for the proposed project. See PAGE 16 - INSURANCE REQUIREMENTS.

#### IV. NOTICE OF STARTING WORK

Agency or its Contractor shall not commence any work on CSX Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSX in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSX at least ten (10) business days in advance of the date Agency or its Contractor proposes to begin Work on CSX property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization, through the Notice to Proceed, from the CSX Representative to begin Work on CSX property. Once authorization is given, Agency or Contractor shall provide a detailed schedule to include means and methods for review, comment and/or approval prior to commencement of work. CSX will in turn provide direction regarding specific conditions with which it must comply.
- C. Obtain from CSX the names, addresses and telephone numbers of CSX'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.

#### V. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSX 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 CSX or Agency, 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 CSX or Agency, but must be approved by both CSX and Agency. Agency 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 CSX.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSX for such changes to be accomplished at the Agency or Contractor's expense.

#### VI. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSX property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSX and shall execute a license agreement or right of entry satisfactory to CSX, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
  - 1. Temporary construction haul roads across CSX tracks will require a separate application and payment to CSX Property Services. Agreement extensions require additional payment. Actual cost is variable and project specific. Additional information can be found at this URL: <https://www.csx.com/index.cfm/customers/value-added-services/property-real-estate/permitting-utility-installations-and-rights-of-entry/>.
- B. Agency and Contractor shall not cross CSX'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.

## VII. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSX for accomplishing stage construction involving work by CSX. In arranging its schedule, Agency or Contractor shall ascertain, from CSX, the lead time required for assembling crews and materials and shall make due allowance therefor.
- B. Agency or Contractor may not charge any costs or submit any claims against CSX for hindrance or delay caused by railroad traffic; work done by CSX or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and 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.
- D. Agency and Contractor understand and agree that CSX does not assume any responsibility for work performed by others in connection with the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSX for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

## VIII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSX's property or where they may potentially interfere with CSX's operations, unless Agency or Contractor has received CSX Representative's prior written permission. Agency and Contractor understand and agree that CSX will not be liable for any damage to such materials and equipment from any cause and that CSX may move, or require Agency or Contractor to move, such material and equipment at Agency's or 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.

## IX. CONSTRUCTION PROCEDURES

### A. General

1. Construction work on CSX property shall be subject to CSX's inspection and approval.
2. Construction work on CSX property shall be in accord with CSX's Construction Submission Criteria, latest edition and CSX's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSX Safe Way manual, which Agency and Contractor shall be required to obtain from CSX, and in accord with any other instructions furnished by CSX or CSX's Representative. Failure to comply with the terms of the agreement and CSX rules can result in mandatory railroad worker protective training for the Agency, Contractor and its subcontractors.

### B. Blasting

1. Agency or Contractor shall obtain CSX Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSX property. If permission for use of explosives is granted, Agency or 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 Agency or 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 representative of CSX. At least thirty (30) days' advance notice to CSX Representative is required to arrange for the presence of an authorized CSX representative and any flagging that CSX may require.
- d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSX's property resulting from the blasting, as directed by CSX Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
- e. Agency and Contractor shall not store explosives on CSX property.

2. CSX Representative will:

- a. Determine the approximate location of trains and advise Agency or 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.

## X. ENVIRONMENTAL

A. Should soil excavation within CSX property be anticipated and said soils cannot remain on CSX property during and after construction, then CSX Environmental must be contacted at least thirty (30) days in advance of the work in order to schedule sampling, classification and disposition of material. Excavated material is prohibited from being removed from CSX property, or rights-of-way, without expressed written direction from CSX. Should final disposition require disposal of excavated material, CSX shall have sole discretion of means and location of said disposal. The project sponsor or Agency will bear all costs associated with sampling, staging and subsequent disposal if deemed necessary. Contractor will be required to obtain all disposal tickets / documentation and provide the information to the CSX Representative. CSX will not bear any costs associated with this work.

B. Any waste materials generated by the Project, including but not limited to washing with cleaning solvents, blasting, scraping, brushing and painting operations, shall be the responsibility of the Agency or its Contractor and shall be contained, collected and properly disposed of by the Agency or its Contractor. Agency and its Contractor agree to fully comply with all federal, state, and local environmental laws, regulations, statutes and ordinances at all times.

## XI. MAINTENANCE OF DITCHES ADJACENT TO CSX TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. In addition, Agency or Contractor shall maintain all CSX property or right-of-way impacted by project operations including but not limited to; access or haul roads, staging areas, parking lots in a manner that provides CSX free and clear access to facilities, materials while providing acceptable driving surfaces free of drainage impacts or reduced CSX capacity. Agency or 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 Agency's or Contractor's operations shall be performed at Agency's expense.

## XII. TRACK PROTECTION / INSPECTION SERVICE

A. CSX has sole authority to determine the need for track protection required to protect its operations and property. In general, track protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSX, or over tracks.

B. Agency shall reimburse CSX directly for all costs of track protection that is required on account of construction within CSX property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Agency or Contractor shall give a minimum of thirty (30) days' advance notice to CSX Representative for anticipated need for track protection. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSX to advertise a flagging job for bid, it may take up to ninety (90) days to obtain this service and CSX shall not be liable for the cost of delays attributable to obtaining such service.

D. CSX shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSX Representative, such inspection may be necessary. Agency shall reimburse CSX for the costs incurred by CSX for such inspection service. Inspection service shall not relieve Agency or Contractor from liability.

E. CSX shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSX and its employees, or if the tax rates on labor are changed, bills will be rendered by CSX and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require track protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

## XIII. UTILITY FACILITIES ON CSX PROPERTY

Agency shall arrange, upon approval from CSX, to have any utility facilities on or over CSX Property changed as may be necessary to provide clearances for the proposed trackage.

#### XIV. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove and dispose from CSX's Property any temporary construction work, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSX Property in neat condition, satisfactory to the CSX Representative.

#### XV. FAILURE TO COMPLY

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

End of CSX Special Provisions



Wood County, Ohio  
WOO-582-5.43/10.05, PID 95800  
CSX Transportation, Inc.  
CSXT Great Lakes Zone, Pemberville Subdivision  
MP CD-108.67, AARDOT #228836D  
CSXT OP# OH1551

**SCHEDULE I**

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement No. 38788 dated December 6, 2023, (accepted February 5, 2024 by CSXT) between the Ohio Department of Transportation and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including the Special Clauses In The Proposal.

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

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

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

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

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